

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9 (U)		PAGE OF PAGES 1   48	
2. CONTRACT (Proc. Inst. Ident.) NO. N00014-16-D-5003				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE N00014		6. ADMINISTERED BY (If other than Item 5) CODE N66020					
Office of Naval Research Charlotte Luedeke, (703) 696-1973 charlotte.luedeke@navy.mil 875 N. Randolph Street Arlington VA 22203-1995		SCD-C ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  THE CNA CORPORATION CENTER FOR NAVAL ANALYSES Attn: NICHOLAS HUNTER 3003 WASHINGTON BOULEVARD ARLINGTON VA 22201				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 9B972		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR CODE N00011		12. PAYMENT WILL BE MADE BY CODE HQ0338					
CNO N81 4D453 2000 Navy Pentagon Washington DC 20350-2000		DFAS COLUMB SOUTH ENTL-HQ0338 PO BOX 182264 COLUMBUS OH 43218-2264					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$104,700,857.00	
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Charlotte M. Luedeke			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 03/22/2016	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

## **SECTION B - Supplies or Services/Prices**

### *B-1 Supplies or Services/Prices*

#### **List of CLINs**

<b>Item/Sub Number</b>	<b>Description</b>	<b>Product Service Code (PSC)</b>	<b>Min Amount</b>	<b>Max Amount</b>
0001	Orders for Federally Funded Research and Development Center (FFRDC) studies and analyses efforts by the Center for Naval Analyses (CNA) issued during the period 01 April 2016 through 31 March 2017.	B541	\$1,000,000.00	\$104,700,857.00

Any funding will be issued via Delivery/Task Order.

#### **List of Option CLINs**

<b>Item/Sub Number</b>	<b>Description</b>	<b>Product Service Code (PSC)</b>	<b>Min Amount</b>	<b>Max Amount</b>
0002	Orders for Federally Funded Research and Development Center (FFRDC) studies and analyses efforts by the Center for Naval Analyses (CNA) issued during the period 01 April 2017 through 31 March 2018.	B541	\$1,000,000.00	\$108,010,645.00
0003	Orders for Federally Funded Research and Development Center (FFRDC) studies and analyses efforts by the Center for Naval Analyses (CNA) issued during the period 01 April 2018 through 31 March 2019.	B541	\$1,000,000.00	\$111,467,703.00
0004	Orders for Federally Funded Research and Development Center (FFRDC) studies and analyses efforts by the Center for Naval Analyses (CNA) issued during the period 01 April 2019 through 31 March 2020.	B541	\$1,000,000.00	\$114,978,208.00
0005	Orders for Federally Funded Research and Development Center (FFRDC) studies and analyses efforts by the Center for Naval Analyses (CNA) issued during the period 01 April 2020 through 31 March 2021.	B541	\$1,000,000.00	\$118,536,307.00

## **SECTION C - Description/Specifications**

### *C-1 Sponsorship Agreement*

#### **SPONSORSHIP AGREEMENT**

between the

CNA Corporation, on behalf of the Center for Naval Analyses, a Federally Funded Research and Development Center,

and the

Department of the Navy, Sponsoring Agency

## REFERENCES

- (a) 10 U.S.C. 2304(c)(3)
- (b) 10 U.S.C. 2367
- (c) Federal Acquisition Regulation (FAR) 35.017
- (d) Defense Federal Acquisition Regulation Supplement (DFARS) 235.017
- (e) Under Secretary of Defense Memorandum dated 2 May 2011, "Federally Funded Research and Development Center (FFRDC) Management Plan and Associated "How-to-Guides"

### a. Introduction

(1) The CNA Corporation's Center for Naval Analyses (CNA) is the Federally Funded Research and Development Center (FFRDC) sponsored by the United States Department of the Navy (DoN). This document is the agreement between the United States Department of the Navy (DoN) and the CNA Corporation (CNAC, or CNA Corporation), on behalf of its FFRDC division, CNA, for sponsorship and operation of the FFRDC. This agreement establishes CNA's mission, facilitates a long-term relationship between the DoN and CNA, and ensures a periodic reevaluation of the FFRDC. As required by FAR 35.017-4 and the Department of Defense (DoD) FFRDC Management Plan, a comprehensive review was conducted to validate the continued need for an FFRDC and to justify the use for CNA to meet this need. This comprehensive review received endorsement by Assistant Secretary of the Navy (Research, Development and Acquisition) (ASN(RD&A)), Office of the Secretary of Defense (Acquisition, Technology & Logistics) (OUSD(AT&L)), and Deputy Assistant Secretary of the Navy (DASN) on 20 April 2015.

(2) CNA was established as an FFRDC to perform studies and analyses to assist the DoN and DoD decision-makers with tasks that are in support of the missions and operations of these Departments. The CNA Corporation operates a division separate from the FFRDC called the Institute for Public Research (IPR). IPR is a non-FFRDC entity and conducts non-FFRDC work. As a FFRDC, CNA has a special relationship with the DoN, and is able to assist DoN and DoD in ways that industry, non-profit contractors that work for industry, and for-profit contractors cannot. Due to CNA's status as an FFRDC, it is provided access, beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive data and proprietary data, and to employees and facilities, as necessary for the performance of an "approved project" (defined throughout this contract as an effort that is approved by the Contracting Officer Technical Representative (COTR) and individual government sponsor, and that has a CNA charge number and is incorporated under a task order) and in accordance with applicable laws, policies, and regulations. DoN management will assist CNA personnel in gaining access to information necessary to plan and conduct studies. As a result of this privileged access, CNA must conduct its business in a manner befitting this special relationship, operate in the public interest with objectivity and independence, be free from organizational conflicts of interest, and fully disclose its affairs to the DoN. CNA shall be operated in a manner consistent with its mission stated below and shall be guided by the highest standards of scientific integrity, ethical behavior, and competence.

(3) As a result of this special relationship with DoN, CNA shall not compete with any non-FFRDC concern in response to a Federal agency request for proposal for work other than for the operation of an FFRDC.

(4) CNA's core work is defined as work that appropriately integrates CNA's mission and purpose, core competencies, and its strategic relationship with the DoN. The test of appropriateness requires that the work to be performed by CNA: (i) Is consistent with CNA's mission, purpose, and capabilities, and core competencies, (ii) is consistent with the strategic relationship between CNA and the DoN, and (iii) meets a critical DoN need or is in the best interests of DoN.

(5) CNA may perform above-core work, which is defined as additional research and analysis support to the DoN as well as other DoD entities on a task-order basis. Funding for this work is allocated separately by the sponsoring

command, and may be performed as long as the work is consistent with CNA's mission, purpose, and core competencies. Above-core project sponsors must provide funds other than PE 0605154N that are appropriate for the nature of the effort to be performed.

(6) CNA may also perform above-ceiling work, after prior approval from the cognizant Sponsor, COTR, and Contracting Officer. Above-Ceiling work is defined as work for DoN -approved select federal government sponsors outside of DoD. Above-ceiling project sponsors must provide funds by other than PE 0605154N that are appropriate for the nature of the effort to be performed. Above-ceiling work must also be consistent with CNA's mission, purpose and core competencies. Any such work directed to CNA shall not otherwise detract from CNA's independence or ability to meet the needs of its DoN sponsors.

(7) CNA is also authorized to perform intelligence-related research and analysis solely through the National Intelligence Program (NIP) and Military Intelligence Program (MIP). NIP and MIP project sponsors must provide funds by other than PE 0605154N that are appropriate for the nature of the effort to be performed. NIP and MIP work must also be consistent with CNA's mission, purpose and core competencies. Any such work directed to CNA shall not otherwise detract from CNA's independence or ability to meet the needs of its DoN sponsors.

#### b. CNA Mission, Purpose, and Capabilities.

(1) CNA's mission is to provide independent, authoritative research, analysis, and technical support that focus upon the major present and future issues affecting the Navy, Marine Corps, and other DoD organizations. CNA assists DoN, and other DoD senior leaders by conducting a continuing program of research and analysis bearing on the development and application of naval and other DoD capabilities.

(2) CNA's purpose is to provide a stable and readily accessible source of informed, accurate, and objective analysis to assist DoN and other DoD decision makers in the successful execution of their government responsibilities, to include making wise decisions about the use of current forces, plans and policies that shape force readiness and sustainability, and the allocation of resources among alternative future capabilities. CNA does this through an interconnected and mutually reinforcing combination of formal projects, field assignments, quick-response efforts, and scientific analyst assignments.

(3) CNA shall perform integrated research studies and analysis for the Department of the Navy (DoN) and other DoD components encompassing a broad range of issues, including the development and evaluation of tactics, operational testing of new systems, assessment of current capabilities, logistics and readiness, work-force management, space and space-related activities, cost and operation program analysis, assessment of advanced technology, force planning, and strategic implications of political-military developments. CNA shall also apply its broad expertise in operations analysis, analysis of system requirements and acquisition, resource analysis, program planning, and policy, strategy and doctrine to DoN and DoD requirements.

(4) CNA's scientific staff possesses a level of education and experience across a broad range of fields and disciplines which can readily be applied to naval analytical requirements. CNA maintains an essential critical mass of authoritative knowledge and skills in various research areas. The strategic nature of CNA's relationship with the DoN has encouraged the retention of experienced analysts who specialize in naval matters. This gives CNA a vast and knowledgeable personnel base upon which to draw.

#### c. CNA's Strategic Relationship.

(1) CNA's strategic relationship with the Navy as an FFRDC was developed to give the government access to private sector scientific expertise, free of conflicts of interest, while providing an environment that allows scientists to objectively and independently apply their science unconstrained by government bureaucracy and politics in a cooperative atmosphere with the DoN/DoD. The strategic relationship has the following characteristics:

(2) Long Term Relationship. CNA has a long-standing relationship with the DoN. As a direct result of the continuity provided by the FFRDC relationship, CNA possesses an intimate knowledge of DoN's needs, structure, and operations. CNA's ability to attract and retain experts with advanced degrees in various disciplines, and the use of the field and scientific analyst programs has enabled CNA to stay at the leading edge of research and development. CNA maintains a program with regular assignments to various naval operational activities, resulting in extensive operational knowledge of naval strategy and doctrine.

(3) Access to Sensitive Data. CNA may require access to sensitive data (e.g. proprietary, Privacy Act-protected, Health Insurance Portability and Accountability Act (HIPAA)-protected, or controlled unclassified information (CUI), or otherwise government-restricted information) to fulfill individual study requirements. CNA shall establish an operations security (OPSEC) Program and maintain an information management system, meeting applicable system security and operations requirements suited to the nature of the information to be stored, to protect and control any sensitive data in its possession as necessary for the performance of an approved project and in accordance with applicable laws, policies, and regulations. CNA shall ensure that such information in its custody is used or retained only for a lawful and approved U.S. Government purpose. CNA shall execute data use agreements with project sponsors (or data providers) for efforts involving sensitive data to ensure that sponsors are aware of CNA data protection safeguards, and of the intended use, retention, and distribution of such data. Data use agreements may be tailored as appropriate to address the nature of the project effort(s) or the nature of the data at issue, in accordance with sponsor or data provider requirements. At any time during the performance of this contract, upon request from the Contracting Officer, CNA will provide a copy/copies of any data use agreement to the Contracting Officer.

(4) Access to Classified Data. All classified data received or generated by CNA shall be handled in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," and in accordance with sponsor or data provider direction.

(5) Independence and Objectivity. As a nonprofit, private sector institution, CNA should be free of the pressures and conflicts of interest which for-profit contractors may face and is able to perform honest, unbiased analyses that challenge the conventional wisdom.

(6) Broad Corporate Knowledge. Due to CNA's long history of providing support to the DoN, CNA has gained an extraordinary knowledge of the integrated relationship among all mission areas. Its ability to maintain approved historical records and retain high-caliber personnel has allowed it to build a base of knowledge about all aspects of naval operations. This expertise and experience enable CNA not only to understand situations as they currently exist, but to fully appreciate their historical roots. Such a broad scope of understanding and perspective allows for more complete analysis and perceptive solutions.

#### d. CNA's Core Competencies.

(1) CNA's strength is its ability to plan and execute the integrated network of research activities mandated by its mission. DoN's need for analytical support from CNA led to the establishment of five core competencies, or areas of research, described in this section, all of which are essential to DoN's missions and successful development and application. The sum of CNA's core competencies is the integration of all five areas of research in a single organization coupled with a strategic relationship that is unique to CNA. Topical, or "product," areas within these five research areas are discussed in section e, "CNA Research Program."

a) Analysis of Defense, National Security, and Maritime Operation. This area includes work that helps operating military forces, develop or evaluate new tactics; test or employ new equipment, or plan, conduct, or learn from real-world operations. CNA's ability to support operating forces with theoretical and empirical analysis is their most important core competency. In order to do any of their work effectively, CNA continually updates their methods and models to faithfully capture all essential features to realistically replicate the problems facing the operating military forces.

b) Analysis of Defense, National Security, and Maritime Policies, Strategies and Doctrine. This area includes broad studies intended to help DoD develop, promulgate, evaluate, or refine new policies, strategies, or doctrine. CNA provides deep expertise and decision-oriented analytic capabilities to sponsors responsible for the development, implementation and assessment of defense, national security, and maritime policies, strategies and doctrines. The analytic staff includes experts from across the range of social science disciplines, with a heavy emphasis on regional specialists with language skills that allow them to conduct field research and access and exploit foreign language resources. The staff also includes both experienced practitioners of the strategy and policy development process and those with applied operational experience. This skill set allows CNA to analytically address such issues as how naval forces, within the greater geopolitical context, could be most effectively used to support the objectives of the National Military Strategy; development of regional strategies to determine U.S. naval force presence and posture requirements, and to support U.S. naval forces in identifying the most effective means for building partner capacity,

capability and interoperability to enhance maritime security in those regions; understanding potential threats to US and allied naval forces; and assessing challenges related to the development and execution of operational plans derived from higher level policies and strategies. CNA field representatives augment this skillset with their understanding of actual operations.

c) Analysis of Defense, National Security, and Maritime System Requirements and Acquisition. This area includes work that addresses the potential utility of new technologies; the relative need for new systems or capabilities, or the costs and consequences of acquiring a particular system or family of systems. CNA's long-standing involvement with military operations is relevant to almost everything they do--but from it spring other capabilities. For example, to develop or improve tactics, it is necessary to understand the systems that will be used to execute those tactics. In addition, from a solid understanding of the characteristics and shortcomings of fielded equipment, it is often only a short step to a thorough appraisal of the operational requirements for future systems. Thus, for several decades as an FFRDC, CNA has helped the DoN formulate and implement plans for the development and acquisition of new platforms and systems. As a result, CNA has a broad capability that allows DoN decision-makers to think through system related consequences of new missions, theaters, and warfighting concepts.

d) Analysis of Defense, National Security, and Maritime Resources. This area includes studies or analyses of issues involving workforce management, sustainment, medical, readiness and logistics, or installations and infrastructure. All have in common the need for estimating both costs and benefits of alternative ways of allocating DoN resources. Moreover, all tend to include more than their share of highly controversial studies for decision-makers who have to be sensitive to a variety of business, political, and societal concerns as well as mission and operational concerns. In the highly charged atmosphere characteristic of such studies, CNA's objectivity, independence, and privileged access to information can be critical.

e) Analysis of Defense, National Security and Maritime Program Planning. This area includes analyses intended to help the military, formulate coherent and executable long-term plans covering the evolution of its missions; the integration or improvement of its capabilities; the acquisition of needed supplies or services; or the future size and shape of its forces. CNA's ability to help support program planning is a natural consequence of their long-term involvement with operations analysis, systems requirements, and resource analysis. Because CNA thoroughly understands the fundamentals, it is well equipped to assist in formulating coherent and executable long-term plans covering everything from the evolution of military missions to the optimal size and shape of future forces. Program planning constitutes one of the broadest and most complex of CNA's research pillars. It includes, but is not limited to, the following types of effort:

- 1) Broad futuristic studies
- 2) Reviews of military missions
- 3) Force structure studies, ranging from the very broad to the quite specific
- 4) Assistance in formal program-development processes

#### e. CNA Research Program

(1) CNA's core program of research for the Navy shall be primarily concentrated in the specific broad categories of study (hereinafter called "product areas") listed below. Research and analysis in these product areas shall be conducted through use of resources predominantly located at CNA's headquarters, including collecting, organizing and archiving of data, in accordance with applicable laws, regulations, policies, and data use agreements, to facilitate rapid and efficient analyses of product-area issues. This research and analysis may also include efforts in the field as necessary for the performance of an approved project and in accordance with applicable laws, policies, and regulations.

a) Policy and Operations (PAO) (N3/N5). Studies in this product area provide analysis on strategic, operational and tactical level issues that impact the planning, execution and assessment of naval operations and naval support to joint and combined operations. Strategy analysis includes how naval forces, within the greater geopolitical context, can be most effectively used to support the objectives of the National Military Strategy; development of regional strategies to determine U.S. naval force presence and posture requirements around the globe; identification of effective ways to build partner capacity, capability and interoperability to enhance local and regional maritime

security; and assessments of potential threats to US and allied naval forces. Analyses of naval operations, and operational or tactical capabilities, supports the development of concepts of operation, and solutions to problems related to the execution of operational plans; development and evaluation of the effectiveness of Fleet tactics, techniques and procedures; analyses that provide understanding of the relationship between training resources and the building of operator proficiency and operational readiness; and evaluations of the impact on fleet operations of new technology and new operational concepts.

b)Research, Development and Acquisition (ASN, RDA). The purpose of the RDA product area is to conduct analysis to assist ASN (RDA) in the oversight of the DoN Research, Development, Test, and Evaluation (RDT&E) and procurement portfolios and the acquisition of technologically superior and affordable systems. These products allow the operating forces, in support of the Unified Commanders, to train, to deter conflict and, if required, to fight and win. RDA requires in-depth analysis of the DoN's Science and Technology (S&T), development, procurement, and Test and Evaluation (T&E) funding/efforts and its acquisition processes, in order to ensure adequate investment in acquisition, while maintaining a technological edge and ensuring interoperability between the systems the DoN procures. Rapid advances in technology, changes in fleet structure, increasing complexity of weapons systems, manpower and budgetary factors, and the changing security environment require the need for timely and sophisticated analyses. Research projects in the RDA product area focus on the DoN's acquisition processes and providing senior ASN (RDA) leaders with the information required to make informed decisions regarding RDT&E and procurement, as well as maintaining the critical balance between acquisition and Total Ownership Costs. This will include analysis of the RDT&E portfolio and investment strategies, evaluation of the DoN's uniformed, civilian and contractor scientific and acquisition workforces, analyses of ways to improve these processes, and evaluations to improve and ensure the interoperability of DoN systems. The product area also covers the development and analysis of long-term concepts and strategies for science and technology, as well as S&T, development, procurement and T&E initiatives to support DoN force modernization, transformation, and recapitalization objectives. RDA also requires analyses relating to the industrial base, acquisition metrics such as score card evaluation and earned value management, reduction of Life Cycle Costs, and the use of modeling and simulation (M&S) in the acquisition process. To take maximum advantage of new processes, independent, rigorous, and timely analytical products are required.

c)Infrastructure and Readiness (IAR) (N4). The goal of this product area is to conduct analyses to improve the management and efficiency of infrastructure while retaining readiness of the forces, making the best use of maintenance and logistics resources, evaluating the combat logistics force, efficiently fulfilling DoN's environmental responsibilities while retaining the Navy's ability to operate and train where needed, examining the operational and strategic implications of climate change on Naval operations, and evaluating energy needs and solutions for DoN installations and for future platforms and weapons systems. Current analyses include complex issues such as determining the best ways to protect readiness of aging, heavily used systems, determining the best approach for improving the use of facilities, and determining the best approach for minimizing the effects of environmental constraints and incompatible non-military uses, on training and operations. Readiness analyses include development of metrics that are useful to the Fleet and to OPNAV, and that are linked to performance at various stages of the FRP.

d)Manpower, Medical and Training (MMT) (N1). The purpose of the MMT product area is to provide analytical products which result in providing the fleet with the right person, in the right place, at the right time. With rapid technological change, scarce resources, a changing economic environment, and the changing security environment, the DoN requires technical skills and analytical expertise for both short-term and long-term analytical products. These analytical products currently and will continue to assist in programmatic, strategic, and budgetary decisions. Within this product area, CNA also maintains several decades worth of historical Navy manpower, personnel, and training data, which provides an essential ingredient to both the short-term and the long-term analytical products.

A majority of the Navy's budget is spent on manpower and manpower support. Private sector competition for personnel requires that the DoN establish and maintain the most efficient and cost-effective policies possible. To that end, the focus of CNA support in the manpower/personnel area has been, and will continue to be, in the areas of manpower requirements analysis, resources analysis, recruiting, retention, compensation, working conditions, manning at sea, diversity, decision support system/model development, and process reengineering. For example, CNA provides quantitative analysis of the various factors affecting recruiting and retention, including those factors that are under Navy's control (i.e., distribution, assignment, compensation, operational tempo, and rotation policies) as well as those that are not (i.e., the civilian economy).

Medical-related projects require analysis which addresses force sizing, optimizing health care delivery, and assessing alternatives for delivering support and specialized services.

CNA support in the area of training addresses the development, effectiveness, and efficiency of the personnel supply chain and the training programs within the supply chain. The overarching training goal is to develop tools and to improve training and education so that fewer resources are needed to meet given operational performance parameters. CNA's technical expertise is required to evaluate the efficiency of training pipelines, including both officer and enlisted; evaluate the effectiveness of new technology on the distribution of learning and training; and to develop databases and/or other management information tools to help assess policies and resource allocations within training.

Future manpower analysis will focus on assisting with a DoN Human Capital Strategy. Human Capital encompasses the costs of acquiring, maintaining, and developing people, including education and training. CNA's expertise will be required to study all aspects of the future fighting force to include transitioning, capturing the "whole" force, defining, shaping, forecasting, paying, manning, developing, and supporting the sailor of the future. Given the growing requirement for quantitative analysis, particularly with ongoing technological changes, CNA's technical and analytical expertise in the areas of operations analysis, systems requirements, resources analysis, program planning, and policy decision-making will be crucial to improving manpower and personnel management.

e)Resources, Planning and Assessments – (RPA) (N9). Projects in this product area will support DoN's major platform warfare and investment areas. CNA assists DoN leadership by conducting analyses that will aid in the development of an investment plan and program that delivers combat ready naval forces in support of the Navy and Joint mission requirements. Projects in this area focus on platform sponsors' integrated platform weapons, sensors, and C4I requirements, design, performance, acquisition, and resourcing decisions; will examine cross-cutting programmatic resourcing issues balancing manpower, readiness and procurement within and across individual portfolios; and will support future platform and force concepts of employment, long-range force architecture, and force structure planning and programming.

f)Capabilities Integration (CI) (N81). Studies in this product area provide analyses of system performance and integration, and systems-of-systems interoperability issues, arising from the development of capabilities intended to produce effective warfighting units for naval and Joint operations. In this context, systems are defined broadly, encompassing technical, materiel systems and/or non-materiel components, and processes and enablers which are aggregated to produce a warfighting capability. Many studies will also include evaluations of the impact of resource constraints on producing desired capabilities. This product area also incorporates senior Department of Navy leadership focus issues which cross multiple product areas, or which have not been adequately represented in other product areas. Such issues are typically identified by N81 as manager of the Navy's integrated analytic agenda, or by CNA itself.

g)Intelligence, Information, and Networks (IIN) (N2/N6). Projects in this product area will focus on assessments of alternative combinations of sensors, processes, systems, and networks supporting the tasking, collection, processing, production, dissemination, and protection of information and intelligence to support naval operations. Projects will include assessments of remotely piloted, unattended, and autonomous systems and sensors; efficient network operations; cyberspace operations; intelligence assessments; maritime domain awareness; intelligence, surveillance, and reconnaissance (ISR) issues, system performance requirements, design, and resourcing of ISR; and electronic warfare systems and operational effectiveness. Projects will also focus on over-arching and cross-cutting issues of integration, interoperability, and resource balances of manpower, readiness, and acquisition for Intelligence, ISR, EW, and networks, cyber warfare, and information systems.

(2) In addition to the basic product areas defined above, CNA maintains the following programs which are managed similarly to product areas:

a)Marine Corps Program. This program encompasses the full scope of all Navy product areas, including the field, quick response and scientific analyst programs, as it relates to the Marine Corps and its operations. All Marine Corps sponsored programs and projects shall fall under the initiating and controlling authority of the Commanding General, Marine Corps Combat Development Command (CG, MCCDC). The Marine Corps portion of the DoN CNA Research Program is managed as an element of the Marine Corps Studies System. This program provides the Marine Corps with independent and objective research and analysis of specific issues/topics appropriately performed by a FFRDC and includes studies support (to include quick response studies support), field support to operating



force commanders, scientific analyst support to the Deputy Commandants (DCs) and their staffs, exercise support, and ad hoc support. CNA's Marine Corps Program is concentrated along six focus areas that include: (1) Marine Corps/MAGTF operations and training; (2) Manpower policy and workforce management; (3) Concept development and program evaluation; (4) Plans, policy, and regional security analysis; (5) Acquisition, resource, and cost analysis; and (6) Logistics, infrastructure, and support. The CNA Marine Corps Program will be conducted in accordance with Marine Corps Order 3902. IX, and Combat Development Command Order 3902.1. Work within the Marine Corps program will be executed via Marine Corps Studies System (MCCS) Annual Plan, which is reviewed and updated on a quarterly basis. The MCCS maintains a comprehensive listing of all CNA studies performed for the Marine Corps. Additionally, the Operations Analysis Division of MCCDC provides an analytical review of all CNA products for the Marine Corps.

b)Field Program. In the Field Program, CNA provides on-scene, analytical support to operating force and fleet commanders. Currently, CNA field representatives are assigned to: service component commands; numbered Fleet and MEF commands; deploying carrier strike groups; task forces; operational test and evaluation commands; and commands that support the warfighter such as training commands. The field representatives' expertise is primarily used to evaluate operational capabilities; determine the optimal use of resources; analyze exercises, operations, and experiments; and assist in the development of CONOPS and tactics. In today's highly technical and complex warfare environment, the ability to collect and analyze hard data using scientific methods that can be balanced with operational relevance is critical to the warfighter's decision making process. Examples of topics addressed by CNA field representatives include: Cyber warfare; special warfare and intelligence operations; strategic planning; tactical development and training support; coalition interoperability and theater security cooperation; behavioral health and personnel issues; warfighting readiness; operational assessments; and force structure and design. The CNA Field Program is reviewed annually by DoN leadership during the CNA research program review. This review sometimes results in the relocation of field billets to obtain maximum value to meet the technical and analytical needs of the DoN. This program continues to make vital contributions to the Fleet across a broad spectrum of analysis disciplines.

c)Field Exercise Support. As an integral part of the Field Program, the Exercise Support Program consists of CNA headquarters analysts assigned to augment CNA field analysts supporting various Navy, Marine Corps, and Joint Commanders as they conduct exercises essential to naval readiness. Specific aspects of exercise support analysis includes CNA support during fleet exercise planning activities, detailed data gathering and observations during exercises, and reconstruction and analysis of both synthetic and live training exercises.

d)Quick Response Program. Quick response projects are those that must be initiated in less time than would normally be required to develop a full project proposal. Quick response projects are defined as efforts that have a need for an immediate start and that are of 90 days or less in duration. The specific study effort must fall within the scope and focus of the previously defined product areas.

e)Scientific Analyst Program. CNA scientific analysts are assigned to senior DoN/MC and DoD leaders in the Washington DC area. They are expected to (1) conduct short-term analyses in response to requests from the senior DoN leader; (2) alert the leader's staff to relevant analytical work CNA may be doing and provide information on current activities and problems involving the leader's area of responsibility to CNA; and (3) assist in the definition of analytical problems so that they can be properly addressed in specific study efforts.

f)General Concept Development. General concept development is defined as efforts associated with the Annual Plan process made by CNA managers and analysts to define problems, research the feasibility of projects, and determine necessary resources for execution of CNA's Core funding program.

g)Project Development. Project development is defined as effort expended after a sponsor has requested CNA to prepare a proposal for a specific task and continues until such time as the task is approved by the COTR or the effort is terminated, either through rejection of the project proposal or at the direction of the sponsor/PAM/COTR/Contracting Officer.

h)CNA Initiated. During the contract period, the Government will make available 5% of the annual Center for Naval Analyses (CNA) budgetary funding line (PE 0605154N) to cover the cost of projects initiated by CNA in order to maintain its competency and objectivity. The annual amount allocated to CNA Initiated is subject to adjustment of the PE, and shall not exceed 5% of the PE available on 1 April of each year. This amount is subject to review for potential adjustment at the discretion of the Contracting Officer.

CNA initiated projects are subject to written COTR approval. In order to be considered allowable costs, the projects must (1) assist CNA in maintaining its competency and expertise in support of its defined mission as an FFRDC, (2) relate to the product areas defined in this agreement, (3) not be associated with the completion of any work which CNA is otherwise required to provide, (4) represent the efficient and prudent use of business judgment in determining the work to be undertaken and the costs to be incurred, (5) not contain costs which would otherwise be specifically unallowable in accordance with applicable cost accounting principles, and (6) not result in a conflict of interest with any work authorized under this contract.

f. Criteria for Evaluating Work to be Performed.

(1) As an FFRDC, CNA's core work is defined as work that appropriately integrates CNA's mission and purpose, core competencies, and its special relationship with the DoN. CNA will only perform core work for the DoN. All work performed by CNA must be within its established core competencies. Below are the criteria used to determine if work is appropriate and core for CNA:

- a) Is the work consistent with CNA's basic mission, purpose, capabilities, and core competencies?
- b) Is the work consistent with the strategic relationship between CNA and the DoN?
- c) Does the work involve at least one of CNA's core competencies as described in section (d) of this agreement?
- d) Could a for-profit or other non-profit contractor carry out the work as effectively or efficiently under the same conditions to ensure independence and objectivity?
- e) Is the work free from real or perceived conflicts of interest?
- f) Are there Government resources available to perform the work?
- g) Is the majority of the work to be performed by CNA employees?
- h) Is the work to be performed an inherently Governmental function or beyond that permissible for FFRDCs under OFPP Policy Letter 11-01.

(2) Non- FFRDC work. The CNA Corporation will ensure that the Institute for Public Research (IPR), the non-FFRDC division of CNAC, does not conduct or perform any FFRDC work. The following are criteria for non-FFRDC work accepted by IPR:

- a) The proposed work should be in the national interest, such as addressing economic, social, or governmental issues.
- b) The proposed work shall not undermine the independence, objectivity, or credibility of the FFRDC by posing an actual or perceived conflict of interest, nor shall it detract from the performance of FFRDC work.
- c) The proposed work will not interfere with the CNA Corporation's ability to perform work in its FFRDC division in terms of quality or timeliness.
- d) The proposed work shall not be acquired by taking unfair advantage of The CNA Corporation's operation of the FFRDC division by inappropriately using information that is available to the CNA Corporation only through the FFRDC division.
- e) The proposed work is to be conducted in accordance with applicable cost accounting standards and principles and will not cause an issue of non-compliance with the Government cost principles employed by the FFRDC division.
- f) The proposed work must be fully funded by the sponsor or from fees earned by The CNA Corporation, not received by the FFRDC.
- g) The proposed non-FFRDC work: (i) is for a non-DoD entity, (ii) is not directly associated with work CNA has performed in the FFRDC within the previous two years, and (iii) is not directly associated with work anticipated for the FFRDC in the DoN study plan within the next year.

h)Unclassified Non-FFRDC work may be performed for foreign governments provided that such work strictly complies with all export and other foreign business controls, is otherwise in the national interest, and does not undermine CNA's independence, objectivity or credibility or detracts from its FFRDC work. Non-FFRDC work may be performed for Public Sector (other than DoD) and not-for-profit entities. Commercial work shall not normally be accepted; however, should the sponsor grant an exception, such work must be non-proprietary and cannot exclusively benefit any individual for profit entity.

i)CNA shall notify the Cognizant Security Authority (CSA) when awarded contracts by a foreign interest that will involve access to foreign government classified information. CNA shall not disclose this foreign government information (FGI) to nationals of a third country, or to any other third party, or use this information for other than the purpose for which it was provided without the prior written consent of the originating foreign government.

j)Guidance to disclose information to foreign nationals will be provided by the Government Contracting Activities (GCA). Disclosure authorization may be in the form of an export license, a technical assistance agreement, a manufacturing license agreement, a letter of authorization from the U.S. Government licensing authority, or an exemption to the export authorization requirements. Disclosure guidance provided for a previous contract or program shall not be used unless the contractor is so instructed in writing by the GCA or the licensing authority.

k)The Non-FFRDC division will ordinarily not do work for commercial entities unless the work is clearly in the public interest. In order for such work to be in the public interest the work:

1)must be non-proprietary,

2)must be available in the public domain (via public dissemination of research findings),

3)must not be designed to enhance the competitiveness of a particular for-profit organization (as contrasted with suggestions on how to enhance competitiveness of an industrial sector); and must meet the above criteria for non-FFRDC work.

In addition to the quarterly report on all non-FFRDC awards received in the preceding 90-day period, the contractor will notify the COTR and Contracting Officer immediately upon accepting work from a commercial entity.

#### g. CNA Coordination with DoN.

(1) Roles of DoN Officials:

a)The Assistant Secretary of the Navy (Research, Development and Acquisition) acts as the Secretary of the Navy's (SECNAV) representative in the exercise of his FFRDC management responsibilities.

b)The Deputy Assistant Secretary of the Navy (Management and Budget) (M&B)) serves as the representative of ASN (Research, Development and Acquisition) (RD&A) when ASN (RD&A) is unable to attend the Center for Naval Analyses (CNA) Annual Plan meetings during the May - September time frame. SECNAV participation is essential to ensure that SECNAV's research requirements are represented for the upcoming fiscal year.

c)The Director of Navy Staff (DNS) has responsibility for overall management of the CNA research program, serve as the requirements sponsor for budgetary purposes, and serves as the approval authority for reallocation or supplementation (from reserves) of product area dollar allocations.

d)The Deputy Director, Assessment Division (N81B) acts as the COTR and is responsible for program management and general oversight of all work performed by CNA, for ensuring that the use of CNA is properly documented and justified, and for coordination of funding aspects of the CNA contract between the contracting office, sponsors and financial management personnel. N81 is also responsible for the provision of all project management reports required by the Under Secretary of Defense (Acquisition, Technology and Logistics (OUSD(AT&L))), including but not limited to reports specified in the FFRDC Management Plan, reference (e).

e)DoN Product Area Managers (PAMs) are responsible for the review, approval and coordination of his/her product area via product area management focus areas. To accomplish this goal, CNA and DoN PAMs would agree on priorities on a yearly basis while working together to update priorities throughout the fiscal year. In reviewing and approving projects, the PAM is making an assessment of the potential value of the study to the DoN.

f)The Commanding General, Marine Corps Combat Development Command (CG, MCCDC), as designated by the Commandant of the Marine Corps, serves as the Marine Corps representative in all matters relating to CNA, serves as the DoN PAM for all Marine Corps-initiated work, and coordinates all budget and financial aspects of the Marine Corps Program.

1)The Director, Operations Analysis Division (OAD) will serve as the day-to-day Marine Corps POC on all matters relating to CNA, to include overall program management and technical oversight.

2)Marine Corps CNA Liaison Officer. The Marine Corps provides an operations analysis educated MCCDC-sponsored liaison officer to CNA. This officer functions principally as both a liaison officer and as a military analyst within CNA. This officer may receive work assignments from the Vice President & Director, Marine Corps Program of CNA, but remains under the Marine Corps chain of command. Specific duties of the Marine Corps representatives are delineated in the Combat Development Command Order 3902.1, dated 24 May 2010.

g)The Contracting Officer is responsible for negotiating, awarding, and administering the contract between the DoN and CNA, including the execution of all contractual documents, including the issuance of individual task orders, the issuance of modifications to task orders, and the close-out of individual task orders when completed.

(2) The CNA Annual Plan - CNA, in coordination with the DoN PAMs and COTR, shall submit the CNA Annual Plan during each year of the CNA contract. The Annual Plan shall provide information on the anticipated nature and structure of CNA's research efforts for the Navy and Marine Corps in the coming year. The Plan's content, format, and structure shall be as determined by the DoN and CNA. Once approved, the CNA Annual Plan shall provide the framework for CNA's annual CORE Research Program funded by Program Element (PE) 0605154N. Changes or deviations from the CNA Annual Plan shall be submitted, reviewed, and approved in accordance with policies set forth by the DoN.

(3) CNA Access to Information – As necessary for the performance of an approved project, and in accordance with applicable laws, regulations, and policies, DoN will provide, subject to appropriate security procedures, access to pertinent policy documents, business-sensitive data, controlled unclassified data, and other information necessary to the research being performed under the CNA research program. Since all CNA employees are not cleared to the same clearance level, the "need-to-know" principle must be applied to all government work. CNA shall apply strict "need-to-know" rules in order to protect government information. Documents, data, and other information that may be necessary to the CNA research program include, but are not limited to, intelligence information, contingency plans and OPLANs, naval messages, and Planning, Programming and Budgeting Systems (PPBS) and acquisition documents. CNA may also, as permitted by the requisite DoN authorities, (1) receive DoN message traffic; (2) be placed on DoN distribution lists; (3) maintain classified and unclassified communication links with DoN offices and military commands; (4) retain data from prior CNA studies and analyses as necessary for the performance of an approved project and in accordance with applicable laws, policies, regulations, and data use agreements; and (5) maintain a repository of other studies, analyses, and materials that may be required for the performance of the CNA research program, in accordance with applicable laws, policies, regulations, and data use agreements. CNA employees are not exempt from executing NDAs and other data access agreements.

(4) Participation by DoN military officers and civilians in the CNA Research Program. New activities under this section are currently suspended until CNA and the Government mutually agree on a process to ensure proper tracking, charging, and administration under this contract and a modification is issued to explicitly allow resumption of such activities.

(5) Sensitive Compartmented Information Facility. CNA shall maintain a Sensitive Compartmented Information Facility (SCIF) to support its research mission. The SCIF will provide a venue for appropriately cleared CNA analysts to access intelligence information on a need-to-know basis and to conduct analyses and analytical activities in support of the full range of analytic services provided under this agreement.

(6) Use of Consultants and Subcontractors - CNA may retain under contract a roster of highly qualified consultants who are capable of readily providing specialized expertise to augment the expertise of its own employees. CNA may also from time to time subcontract to other firms for such services. The services of these consultants and subcontractors shall not be charged directly to CNA projects without the approval of the Contracting Officer.

a) Except for former senior government officials (flag level, SES level, or executive level), CNA may obtain approval for proposed consultants for CNA work on an annual basis. These consultants, when approved by the Contracting Officer, will be available during the current fiscal year for assignment to CNA projects, without further approval, when their special skills are needed. In order to gain advance approval for consultants who are not former senior government officials, CNA must initiate a request to the Contracting Officer by providing the following information:

1) Consultant/Subcontractor Name;

2) Scope of work to be performed;

3) Basis for selection;

4) Rate/price of work to be performed and basis for reasonableness determination;

5) If a former Government employee (including military), a determination of post-Government employment restrictions based on the proposed work and proof the former employee is in receipt of an ethics opinion which details his/her post employment restrictions;

6) Present or former CNA Corporation trustees or officer must be identified, as well as any subcontractors in which the Trustee or officer has a material financial interest; and,

7) A copy of the prospective consultant's resume or other information which supports that individual's ability to adequately perform the proposed work.

b) Consultants who are former senior government officials (flag level, SES level, or executive level) must be approved for specific projects and may not be approved in advance on a fiscal year basis. The services of these consultants shall not be charged directly to CNA projects without prior approval of the Contracting Officer. In order to gain approval of the Contracting Officer, CNA must initiate a request by providing the following information:

1) Consultant/Subcontractor Name;

2) Project for which work is to be performed;

3) Quantity of hours to be worked;

4) Anticipated period of performance;

5) Scope of work to be performed by the Consultant/Subcontractor;

6) Basis for selection of the Consultant/Subcontractor;

7) Rate/price of work to be performed and basis for determining reasonableness;

8) If a former Government employee (including military), a determination of post-employment restrictions based upon the specific work to be performed and proof the former employee is in receipt of an ethics opinion which details his/her post employment restrictions;

9) If a present or former CNA Corporation Trustee or officer, specific identification as such, and identification of any subcontractors in which the Trustee or officer has a material financial interest;

10) A copy of the prospective consultant's or subcontractor's resume or other information which would demonstrate that individual's ability to adequately perform the proposed work.

c) The Contracting Officer must also approve any change in the quantity or scope of work to be performed by consultants who are former senior government officials or subcontractors. In order to ensure adequate processing time, consultant requests (for work on specific tasks that will be accomplished by former senior government officials) should be forwarded to the Contracting Officer at least 10 days prior to the planned start date of any work. CNA will provide the Contracting Officer with a monthly report on consultant usage.

d)Termination or Non-Renewal. In accordance with FAR 35.017-1(c)(2), provisions for the orderly termination or non-renewal of the agreement, disposal of assets, and settlement of liabilities are contained in the clause in Section H of this contract entitled "Termination- Federally Funded Research and Development Centers (FFRDCS)".

#### h. Retained Earnings.

(1) Identification of Retained Earnings. The Contractor shall identify annually (or more frequently upon the request of the contracting Officer) the amount of any retained earnings or reserves arising from its FFRDC operations.

(2) Plan for Use of Retained Earnings. The Contractor shall annually (or more frequently upon the request of the Contracting Officer) provide a plan for the use of any retained earnings or reserves arising from its FFRDC operations. If at any time it is determined that a significant deviation will occur between the planned (reported) and actual use of retained earnings the Contractor shall notify the Contracting Officer.

(3) Previous Usage of Retained Earnings. The Contractor shall annually (or more frequently upon the request of the Contracting Officer) provide a detailed description of the previous year's usage of retained earnings or reserves arising from its FFRDC operations.

(4) Disposition of Retained Earnings and Assets. Upon termination or non-renewal of FFRDC sponsorship by the DoN, the Contractor may use any retained earnings and assets, remaining after satisfaction of all FFRDC liabilities and obligations, in any manner consistent with its status as a tax exempt organization.

#### i. Avoidance of Conflict of Interest.

(1) Work performed by CNA shall be characterized by a need for unquestioned objectivity, divorced from all conflicting interests, financial or commercial. FFRDC work shall be only in the U.S. public interest. Conflicting interests include both organizational conflict of interest and personal conflicts of interest of employees which may undermine the integrity of the relationship. "Organizational conflict of interest" exists when an organization has past, present, or current planned interests that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) relate to the work to be performed under a sponsoring agreement or contract and (a) may diminish its capacity to give impartial, technically sound, objective assistance or advice, or (b) may result providing it an unfair competitive advantage. Personal conflict of interest refers to an individual employed by an organization in a position to materially influence research findings and/or recommendations who, because his/her personal activities, relationships, or financial interests, may lack objectivity or be perceived to potentially lack objectivity.

It is essential that all research and recommendations be guided solely by the public interest, with sponsors and the public not left to wonder whether some other interest or motive might be involved. Sponsors cannot afford to hesitate in entrusting the FFRDC organization with full information, including sensitive military and intelligence information, proprietary commercial information, or the government's planning and budgeting information.

In order to maintain this privileged position of trust and confidence, the appearance of conflict of interest as well as the actuality must be avoided. CNA shall:

a)Maintain a written, rigorous, corporate-wide, conflict of interest set of policies; report any COI to the applicable Contracting Officer or COTR, and the Executive Agent as soon as it is identified; provide an annual compilation of conflicts of interest and their disposition; and maintain an audit program to verify compliance.

b)Have policies in place that address all major areas of personal COIs including, but not necessarily limited to: gifts; outside activities; and financial interests.

c)Have procedures in place to screen for potential COI. All personnel -including chief executives and other officers, directors, trustees, employees, consultants, and subcontractor employees -in a position to make or materially influence research findings and/or recommendations that might affect one or another outside interest will submit an Annual Statement of Financial Interests. At a minimum, this statement must list all financial interests; e.g., stocks, stock options, and bonds in a single company which exceeds \$15,000 at the end of the relevant reporting period, but excluding publicly traded diversified mutual funds. This statement must be reviewed, in view of their position or assigned projects, to affirm that they have no interest, direct or indirect, which could diminish their objectivity or

place them in potential conflict with the public's interest. In lieu of requiring Annual Statements, CNA may use an alternative system that provides for a task-by-task review for potential conflicts.

(2) Have procedures in place to ensure observance of the

a) clauses in the CNA contract concerning contractor standards of conduct (DFARS 203.10); anti-kickback provisions (FAR 52.203-7); limitations on hiring of certain federal employees and former employees (FAR 52.203-8 and 52.203-10); and payments to influence federal transactions (FAR 52.203-11 and 52.203-12);

b) provisions of the DoD Appropriations Act concerning compensated service to more than one DoD FFRDC by a member of the Board of Directors, Trustees, or any other similar entity (PL 109-289, section 8023(b) and subsequent re-enactments, if any); and

c) absent a DoD-approved COI policy, provision of the DFARS (DFARS 235.017) concerning simultaneous service of an FFRDC Trustee or Director on the Board of a for-profit defense contractor.

(3) Maintain policies and procedures to protect proprietary, privileged, and sensitive information from disclosure.

(4) Provide initial and annual refresher training covering ethics and conflicts of interest for all employees.

(5) Designate an office responsible for ethics compliance and training.

j. Term of Sponsorship Agreement.

This agreement shall not exceed the period of performance stated in Section F of the contract, but may be renewed pursuant to the award of a new contract or as a result of a DoN Comprehensive Review in increments not to exceed five years.

## **SECTION D - Packaging and Marking**

### *D-1 Packaging and Marking*

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards and any specific instructions included in the individual delivery/task order to assure safe delivery at destination.

### *D-2 ONR- Report Preparation*

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>.]

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E380-89A).

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

## **SECTION E - Inspection and Acceptance**

### *E-1 Award Inspection and Acceptance*

Inspection and acceptance of the reports and/or other deliverables under this contract will be accomplished by the COR/Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance. If the contract includes a Not-Separately-Priced (NSP) CLIN(s) that is/are to be delivered before the current end date in the period of performance, the contractor shall use a receiving report in WAWF as a Material Inspection and Receiving Report in lieu of a DD Form 250 for each NSP CLIN due before the end of the current period. Otherwise, the receiving report required for the final report in Exhibit A can include the final report and any other NSP CLINs due at the same time.

*E-2 FAR 52.246-9 Inspection of Research and Development (Short Form). (APR 1984)*

## **SECTION F - Deliveries or Performance**

### *F-1 Ordering Period*

Should all options be exercised under this contract, the ordering period would be from 04/01/2016 through 03/31/2021. Orders may be placed at any time during the ordering period. Orders placed within the ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance. Please see Schedule B for the period of performance for the base year and each option period (CLIN 0001 - 0005).

### *F-2 Distribution of Invention Disclosures and Reports*

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of the contract to the Administrative Contracting Officer.

The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC). The invention disclosures can either be mailed to Office of Naval Research, Department of the Navy, Corporate Counsel (Code 00CC), 875 North Randolph Street, Arlington, VA 22203-1995 or e-mailed to Ms. Carol Petrosky at [carol.petrosky@navy.mil](mailto:carol.petrosky@navy.mil). The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

### *F-3 Place of Delivery*

All deliverables shall be delivered F.O.B. destination as indicated in the IDIQ and the individual orders.

All reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant COR/Program Officer is as follows:

CNO N81  
4D453  
2000 Navy Pentagon  
Washington DC 20350-2000  
Attn: Chris Simmons  
Email Address: [christopher.simmons@navy.mil](mailto:christopher.simmons@navy.mil)  
Phone: (703) 693-8890  
Ref: Contract N00014-16-D-5003

*F-4 FAR 52.242-15 Stop-Work Order. (AUG 1989)*

*F-5 FAR 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)*

## **SECTION G - Contract Administration Data**

### *G-1 Procuring Office Representatives*



In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator - Phillip Lee, ONR 25, (P) (703) 696-2820, Email: [phillip.m.lee2@navy.mil](mailto:phillip.m.lee2@navy.mil)

Inspection and Acceptance - Chris Simmons, N81, (P) (703) 696-8890, Email: [Christopher.simmons@navy.mil](mailto:Christopher.simmons@navy.mil)

Security Matters – Ms. Torri Powell, ONR 43, (P) (703) 696 8177, DSN 426 8177, Email: [torri.powell@navy.mil](mailto:torri.powell@navy.mil)

Patent Matters – Mr. John Forrest, ONR 00CC, (P) (703) 696-4000, DSN 426-4000, Email: [john.forrest@navy.mil](mailto:john.forrest@navy.mil)

Task Order Ombudsman (as per FAR 16.505(b)(8)) – CAPT Ronald Kocher, ONR 02, (703) 588-2362, Email Address: [Ronald.kocher@navy.mil](mailto:Ronald.kocher@navy.mil)

#### *G-1.1 Ordering Officer*

The Office of Naval Research (ONR) Procuring Contracting Officer (PCO) or his/her duly authorized representative, shall act as Ordering Officer for the contract and is responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer by issuance of a DD Form 1155, Order For Supplies or Services. The ONR PCO retains the unilateral right to update this guidance for the life of the contract. The ONR point of contact information is as follows:

Office of Naval Research  
One Liberty Center  
875 North Randolph St.  
Arlington, VA 22203-1995

Attn: Charlotte Luedeke, ONR 25  
Email: [charlotte.luedeke@navy.mil](mailto:charlotte.luedeke@navy.mil)  
Telephone: (703) 696-1973

Alternate:  
Attn: Phillip Lee, ONR 25  
Email: [phillip.m.lee2@navy.mil](mailto:phillip.m.lee2@navy.mil)  
Telephone: (703) 696-2820

#### *G-1.2 Contracting Officer's Technical Representative (COTR)*

The Deputy Director, Assessment Division (N81B) is hereby designated to serve as the Contracting Officer's Technical Representative in all matters relating to programmatic or technical requirements. In addition to any duties specified elsewhere in this contract, or prescribed the applicable regulations, policies or procedures, the COTR shall

- Serve as a technical liaison
- Inspect and accept work on behalf of the Government; and
- Monitor the Contractor's cost and progress during contract performance

The COTR, either by individual action or by cumulative effort of action, does not have the ability to alter the scope, delivery schedule, cost or fee, labor mix, or other terms and conditions of this contract. COTR authority may be re-delegated without the written permission of the Contracting Officer.

#### *G-2 Contract Administration Delegation*

In accordance with FAR 42.202, the contracting officer delegates all contract administration functions listed in FAR 42.302(a).

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

### *G-3 Award Distribution (July 2015)*

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award form used:

<b>Distribution:</b>	<b>SF 26</b>	<b>SF 30</b>	<b>SF 33</b>	<b>DD1155</b>
<b>Contractor</b>	See Block 7	See Block 8	See Block 15A	See Block 9
<b>Program Office</b>	See Block 11 or Section G	See Block 6	See Block 11 or Section G	See Block 14
<b>Administrative Contracting Office</b>	See Block 6	See Block 7	See Block 24	See Block 7
<b>Payment Office</b>	See Block 12	See Block 14	See Block 25	See Block 15
<b>Auditor</b>	See Section G	See Section G	See Section G	See Section G

### *G-4 Type of Award*

This is a Indefinite-quantity type of contract. Cost-plus-fixed fee and firm-fixed price type of orders may be issued against this contract.

### *G-5 Financial Accounting Data*

Below is a representation of the Financial Accounting Data table that will be specific to each order. No funding is to be obligated on this IDIQ contract.

<b>ACRN</b>	<b>List of Item/Sub Number (LI#)</b>	<b>LOA</b>	<b>Obligated Amount - This Action</b>	<b>Obligated Amount - ACRN Total</b>

### *G-6 Incrementally Funded Orders*

"The Government, at its discretion, reserves the right to incrementally fund any order issued under this contract. If an order is incrementally funded, the order shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of available funds, and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amounts obligated. All incrementally funded cost reimbursement (CPFF) orders will be funded in accordance with the clause ""Limitation of Funds"" (FAR 52.232-22) and the following "Allotment of Funds" clause.

Allotment of Funds Clause:

It is hereby understood and agreed that this order will not exceed a total amount of **\$order maximum limit**;

including an estimated cost of **\$estimated cost** and a fixed fee of **\$fixed fee**.

The total amount presently available for payment and allotted to CLIN \_\_\_\_\_ of this order is \$ \_\_\_\_\_; including an estimated cost of **\$estimated cost for CLIN** and a fixed fee of **\$fixed fee**. It is estimated that the amount allotted of **\$estimated cost** will cover the period from date of award through **\$funded through date**.

#### *G-7 Payment of Allowable Costs and Fixed Fee*

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B of each Task Order, in accordance with the contract clause FAR 52.216-8 "Fixed Fee" and paragraph (c) below, shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor must apply the negotiated fixed fee rate to the amount of cost when submitting each voucher. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) FAR 52.216-8, "Fixed Fee" shall apply to this contract, modified as follows: In order to protect the Government's interest, the Contractor shall withhold 15% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000, whichever is less. The Contractor shall apply the fixed fee withhold once 85% of the fixed fee amount set forth in section B has been billed, granted the Contractor has followed the provisions in paragraph (b) above. The Contracting Officer shall provide written notification to authorize release of the withhold, once the Contracting Officer has received a Completion Report in accordance with the terms and conditions of the contract and has deemed it adequate, complete, and accurate. At which time, the Contractor may bill for the remaining fee in accordance with paragraph (b) above.

#### *G-8 Bid & Proposal (B&P) Costs*

A special allocation of B&P costs will be made to this contract, in accordance with 48 CFR Part 9904.420-50(f)(2). Beginning with CNAC's FY 2017, the portion of B&P costs allocated to the FFRDC which are not specifically identified to the FFRDC shall be reduced yearly, as shown in CNAC's Disclosure Statement Revision 17, specifically Part IV, Item Nos. 4.2.0 and 4.6.0 and related Continuation Sheets, submitted November 13, 2015, approved by the Office of Naval Research on February 11, 2016. After FY 2020, only B&P costs specifically identified to the FFRDC will be allocated to the FFRDC. Any changes to cost accounting practices which affect the allocation of B&P costs may result in changes to this contract clause. Notice of changes to cost accounting practices shall be made in accordance with FAR 52.230-6.

#### *G-9 Submission of Invoices in WAWF*

When submitting invoices into the iRAPT application within the Wide Area Workflow (WAWF) eBusiness suite, the 13-digit Delivery Order/Call Number, found in block 2 on page 1 of the DD 1155, shall be used as the Contract Number field on the invoice. The Delivery Order field on the invoice shall be left blank. Additional invoicing instructions can be found within DFARS clause 252.232-7006.

#### *G-10 DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)*

(a) *Definitions.* As used in this clause-

*Department of Defense Activity Address Code (DoDAAC)* is a six position code that uniquely identifies a unit, activity, or organization.

*Document type* means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

*Local processing office (LPO)* is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination/Destination (D/D)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table\***

<i><b>Field Name in WAWF</b></i>	<i><b>Data to be entered in WAWF</b></i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00014
Admin DoDAAC	N66020
Inspect By DoDAAC	[ ]
Ship To Code	[ ]

Ship From Code	[ ]
Mark For Code	[ ]
Service Approver (DoDAAC)	N66020
Service Acceptor (DoDAAC)	[ ]
Accept at Other DoDAAC	[ ]
LPO DoDAAC	[ ]
DCAA Auditor DoDAAC	HAA032
Other DoDAAC(s)	[ ]

*(Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

vinod.patel@dcaa.mil

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

*G-11 DFARS 252.232-7007 Limitation of Government's obligation. (APR 2014)*

(a) Contract line item(s) \_\_\_\_\_ is/are incrementally funded. For this/these item(s), the sum of \$ \_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_

(End of clause)

*G-12 PGI\* 252.204-0004 PGI: Line Item Specific: By Fiscal Year*

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), the contracting officer intends the funds to be liquidated using the oldest funds first.

This applies to CLIN(s) and/or SLIN(s) [].

## **SECTION H - Special Contract Requirements**

### *H-1 Safeguarding Personally or Individually Identifiable Information (PII)*

*(a) By virtue of its FFRDC mission, CNA may receive personally or individually identifiable information (PII) from various sponsors for the purpose of conducting research and analysis. CNA's activities with respect to PII are subject to DoD Regulation 5400.11-R "DoD Department of Defense Privacy Program." CNA shall handle and maintain any and all PII that it obtains or has previously obtained from DoN, DoD, or other federal government sponsors, to include any information that, when combined with other information received or maintained by CNA may become PII, in accordance with DoD 5400.11-R. As outlined in that Regulation, the obligation to handle and maintain PII includes, but is not limited to, the proper administrative, physical, and technical safeguarding of such data, the provision of required notifications, proper disclosure, and proper disposal. CNA shall document that it is subject to this Regulation in any data use agreements with project sponsors providing PII. CNA's obligations under this Regulation shall apply to CNA's handling and maintenance of PII, notwithstanding any data use agreement.*

### *(b) CNA Project Proposals with Personally Identifiable Information (PII)*

*Proposals for projects with PII in the Statement of Work (SOW) shall be submitted to an Institutional Review Board (IRB) for review. These proposals shall be processed in accordance with the procedures set forth in Attachment 3 hereto.*

### *H-2 CNA Projects Involving Activities which May Include Research Involving Human Subjects*

All activities under this contract that may include research involving human subjects, to include work conducted by Field or Scientific Analysts, must be submitted to an IRB to determine whether or not the activity is research involving human subjects, or is exempt research involving human subjects. That determination (or IRB approval), along with all information that was considered by the IRB must be forwarded to the HRPO for review. The HRPO must concur with the IRB determination (or accept the IRB approval) before the activity can begin. To that end, all definite plans for activities which may include research involving human subjects or proposals with PII must be treated IAW Attachment 3, and reviewed by the HRPO prior to award/incorporation of an approved project on a task order involving such activities under this contract. In addition, prior to commencing such work under Core funding, CNA must ensure the activity is reviewed by the HRPO before it is initiated by CNA IAW the provisions of Attachment 3, including but not limited to project proposals that involve access to or derive information from CNA or other sources that contain identifiable private information as defined in 32 C.F.R. 219.102(f).

### *H-3 CNA Projects with Sensitive Compartmented Information (SCI) Requirements*

In accordance with SECNAVINST C4200.35, dated 1 March 2001, the Intelligence Related Contracting Coordination Office (IRCCO) has responsibility for protecting sensitive intelligence and mission related information. All CNA projects with SCI requirements are subject to this instruction. CNA will insert the following statement on the first page of all proposals which include SCI requirements: "This Statement of Work (SOW) will require access to SCI information."

Project sponsors are responsible for ensuring that the CNA SOW clearly identifies the SCI requirements, so that IRCCO can determine the appropriate contracting authority for award of the contract. Attachment 2 of this contract details processing instructions for CNA proposals with SCI requirements in the SOW.

All SCI billets required by a SOW, regardless of which agency has contracting authority, will be established by the Arlington Special Security Office (Arlington SSO). Contractor nomination letters will be prepared by the CNA Security Officer, submitted to the CNA COTR, N81, for approval, and then forwarded by N81B to the Arlington SSO for processing.

A listing of all CNA SCI cleared individuals is maintained by CNA, Contracting Officer Representative (COR), and the Arlington SSO. Cleared individuals must fall into one of the following five functional labor categories established by CNA: management, administrative, field representative, research project support, or scientific analyst.

The requirement for compliance with this section applies to all new and amended, above core and above ceiling projects, new core projects and changes to core projects which affect the scope of work that may include SCI requirements. Core and above core billets in the Field and Scientific Analyst Programs are excluded from this requirement.

All procurement requests that require access to SCI information are subject to the requirements set forth in the annual memorandum for distribution for year-end guidance concerning receipt of funds from the Naval Systems Management Activity. It shall be CNA's responsibility to monitor and plan project commencement accordingly, allowing for reasonable acquisition lead-time.

#### *H-4 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)*

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Office of Naval Research via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

#### *H-5 Orders*

##### *(a) General*

Orders may be issued by the Contracting Officer (CO) for work as specified in Sections B and C of the Contract at any time during the effective period of this contract. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. All



the provisions in this contract shall be applicable to all orders issued hereunder. To the extent of any inconsistency between any order and this contract, the contract shall control. It is understood and agreed upon that the Government has no obligation to issue any orders beyond paying the contract minimum on demand at the end of the contract period. The Contractor agrees to accept and perform orders issued by the CO within the scope of this contract during the term set forth elsewhere in the schedule. Task Orders for individual projects shall be processed in accordance with the procedures in this clause and Attachment 1 hereto.

(b) Ordering

Orders and revisions thereto shall be made in writing by the CO.

- (1) Firm Fixed Price (FFP) or Cost-Plus-Fixed-Fee (CPFF) orders shall be issued hereunder.
- (2) Each bilateral order shall be binding when executed by both parties.
- (3) Each unilateral order shall be binding upon receipt by the Contractor. The Contractor shall acknowledge receipt of the order within five (5) days after receipt thereof. These orders may be issued through facsimile as well as through electronic and regular mail.

(c) Bilateral Orders

Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work until a bilateral order is issued by the CO.

(d) Unilateral Orders

Priced: The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor's proposals. The order type (FFP or CPFF) and delivery schedule shall be set forth in each order. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. Unilateral orders are subject to either the "Limitation of Cost" (when fully funded) or "Limitation of Funds" (when incrementally funded) clause as incorporated into this contract. The Contractor shall acknowledge receipt of the order within five (5) days of receipt.

(e) Cost or Pricing Data

Whenever cost or pricing data are required in accordance with FAR 15.403, the Contractor shall submit required data in accordance with FAR 15.408, Table 15-2. If a Certificate of Current Cost or Pricing Data is required, it shall be provided in accordance with FAR 15.406-2.

(f) Definition

The term Contracting Officer as used in this provision includes the Administrative Contracting Officer (ACO).

(g) Termination of Orders

- (1) The Government may terminate performance of work under any order in whole or in part if –

- a. The Contracting Officer determines that a termination is in the Government's interest; or
- b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,

- (2) The Contracting Officer shall terminate the order by delivering to the Contractor a Notice of Termination specifying whether the termination is for default of the Contractor or for Convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.

(3) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the FAR 52.249-6 "Termination (Cost Reimbursement)" clause.

(h) Content

According to FAR 16.505, the Contracting Officer shall ensure that individual orders clearly describe all services to be performed or supplies to be delivered. The Contracting Officer shall ensure that orders are within the scope, period, and maximum value of the contract as stated in the Contract. Orders placed under the contract pursuant to shall contain the following information:

- (1) Date of order.
- (2) Contract number and order number.
- (3) Item number, description and quantity.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information.

(i) Protests

No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued or a protest of an order valued in excess of \$10 Million issued under a multiple award task or delivery order contract may be protested to the Government Accountability Office (GAO) exclusively.

(j) Classified Information

CNA must have an approved DD254 prior to receipt of any classified information. Therefore, CNA shall not conduct work requiring access to classified information until an approved DD254 is incorporated into this contract. Each proposal shall clearly specify the level of work being performed (i.e. unclassified, secret, etc.) until the DD254 is incorporated.

*H-6 Safeguarding Government Budgetary, Planning, or Acquisition Information*

a. The Contractor hereby agrees that neither it, nor any of its employees, agents or subcontractors, nor the Center for Naval Analyses, will disclose to any individual, company, or Government Representative \* any information relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this contract, unless so directed by the Contracting Officer.

The Contractor specifically agrees that its obligation to safeguard such information includes the obligation not to disclose any such information either directly or indirectly for use by the non-FFRDC entity, the Institute for Public Research (IPR) division of the CNA Corporation, including any contractor personnel acting on behalf of the IPR division of the CNA Corporation. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company or Government representative\*, to gain unauthorized access to such information and of any disclosure of such information to unauthorized parties. Such notification shall include the individual's name and organization, company, or Government representative\* seeking access to such information.

b. In the event the Contractor, or any of its employees, agents or subcontractors, or the Center for Naval Analyses, fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under the contract and under Federal law. Noncompliance with provisions

of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

\*Government representative is defined as any Government employee, military or civilian, not assigned to the activity for which the effort is being performed under this contract.

#### *H-7 Staff Years of Technical Effort (STE)*

For the purposes of ensuring accurate reporting, the following definition regarding STE is provided:

A STE applies to direct professional and consultant labor, performed by researchers, mathematicians, programmers, analysts, economists, scientists, engineers, and others who perform professional-level technical work primarily in the fields of studies and analyses; systems engineering and integration; systems planning; program and policy planning and analysis; and basic or applied research.

Minimum educational requirements for STE employees and consultants are a baccalaureate degree from an accredited college or university. In rare instances, non-degree personnel may be included, but only if they possess the equivalent of a baccalaureate degree or education and experience, and are performing work of the same type and level as that performed by degreed STE employees.

For the purposes of cost and contract ceiling, a STE work year is defined to be 1,810 hours of paid full time employee or consultant effort for technical services (subcontracted labor is excluded). The amount of 1,810 hours is derived as follows for full time employees:

Total paid hours in a work year	2,080
Less: Holidays	(80)
Vacations	(120)
Sick Leave	(60)
Other Paid Absences	(10)
Total available hour/year	1,810

If cost per STE work year must be calculated, FFRDC funding, excluding subcontracts is divided by the number of STE work years performed by full or part time employees and consultants.

#### *H-8 Organizational Conflict of Interest*

##### a. Organizational Conflict of Interest - General

(1) The term "organizational conflict of interest" means that the Contractor (the term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which:

(a) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract,

(b) may otherwise result in a biased work product under this contract, or

(c) may result in an unfair competitive advantage to itself or others.

(2) The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in paragraph (1).

(3) If after award, the Contractor discovers an organizational conflict of interest, with respect to this contract or an order placed under this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken, or proposes to take, in order to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract or order.

(4) In the event that the Contractor was aware of an organizational conflict of interest prior to award of the contract or order placed under this contract, and did not disclose the conflict to the Contracting Officer, or becomes

aware of an organizational conflict of interest after award of this contract or award of an order under this contract, and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract or order and the Contractor shall not be entitled to reimbursement of any costs incurred in performing this contract or order or payment of any fee there under. Furthermore, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government or other order under this contract.

(5) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

**b. Organizational Conflict of Interest - Special**

(1) It is recognized by the parties that, activities in the Contractor's FFRDC division, its personnel assigned to the Center for Naval Analyses, and other contractor personnel performing general and administrative functions for the Center for Naval Analyses division, may require access to, or be given custody of, certain information (whether in its original or derived form) submitted to the Government on a confidential basis (such as business practices, designs, mission or operations concepts, sketches, management policies, cost and operating expenses, technical data and similar information from other Government contractors) during the performance of this contract. The Contractor agrees that all its employees with access will use and examine this information exclusively in performance of the work required under this contract and for no other purpose whatsoever. The Contractor agrees to indoctrinate all personnel who will have access to, or custody of, the information regarding the nature of the confidential relationship under which the Government received such information, and shall require non-disclosure of that information to any other party or to contractor personnel who do not have a need to know the contents thereof for the performance of this contract. All personnel shall also be informed that they shall not engage in any other action, venture or employment wherein this information will be used for the profit or interest of any party.

(2) In cases where the Contractor receives proprietary data directly from another company as a result of work being performed within the Center for Naval Analyses division, the Contractor and the company shall enter into an agreement prohibiting the unauthorized use of the information for as long as the information remains proprietary.

(3) In accordance with applicable laws and regulations the Contractor including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the contractor, shall not:

(a) Supply information or material received from this contract, to any firm participating in or have known prospective interest in the subject matter areas for which the sensitive information described in paragraph (1) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.

(b) Furnish to the United States Government, either as a prime contractor or as a subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.

(4) The Contractor agrees that during the period of performance of this contract, the Contractor shall, prior to the approval of any personnel assignments, notify the Contracting Officer of any employees who are under consideration for assignment under the provisions of the Intergovernmental Personnel Act. Such notification shall include a description of the employee's proposed duties, place (agency) of proposed employment, copy of the proposed assignment agreement, and a certification that to the best of their knowledge and belief that such an assignment will not pose a conflict of interest with any of the Contractor's FFRDC work.

**c. Relief**

The Contractor, either directly or indirectly through its Center for Naval Analyses division, may request in writing that the Contracting Officer grant relief from the provisions of this clause in a situation warranting such action.

#### *H-9 Special Allowable Cost Provisions*

The following provisions constitute an advance agreement on costs within the meaning of the Federal Acquisition Regulation (FAR) Part 31.

##### Educational or Academic Leave

The reasonable cost of salaries, wages, fringe benefits, tuition, and fees of personnel on educational or academic leave, as authorized by the President of CNA, for CNA staff members shall be allowable provided that the total reimbursement does not exceed three percent (3%) of total costs, and the staff member has been assigned full-time in performance of this contract at least six months prior to commencement of such leave.

##### Limitation on Compensation

(1) No member of a Board of Directors, Trustees, Overseers, Advisory Group, Special Issues Panel, Visiting Committee, or any similar entity of a defense FFRDC, and no paid consultant to any defense FFRDC, except when acting in a technical advisory capacity, may be compensated for his or her services as a member of such entity, or as a paid consultant by more than one FFRDC in a fiscal year: Provided, that a member of any such entity shall be allowed travel expenses and per diem as authorized under the Federal Joint Travel Regulations, when engaged in the performance of membership duties.

(2) Any order which is funded using monies appropriated or available to the Department of Defense during Fiscal Year 2016, shall be subject to the following restrictions:

(a) Notwithstanding any other provision of law, none of the funds available to the Department of Defense from any source during fiscal year 2016 may be used by the Contractor, through fee or other payment mechanism, for construction of new buildings, for payment of cost sharing for projects funded by Government grants, for absorption of contract overruns, or for certain charitable contributions, not to include employee participation in community service and/or development.

This clause is intended to implement the provisions of subsection 8024(b) and (c) of the Consolidated Appropriations Act for Fiscal Year 2016. This clause will be amended at such time as the statutory provisions causing its use expire, are revised and/or are superseded by subsequent statutory provisions.

##### Prohibition Against Charitable Contributions

All other provisions of this contract notwithstanding, the Contractor may not use any monies paid for performance of orders issued under Items 0001- 0005, either as allowable costs or fees earned, to make any charitable donation to a private institution, local government, institution of higher education, or any person.

#### *H-10 Termination - Federally Funded Research and Development Centers (FFRDCS)*

(a) This clause shall apply in the event of termination of sponsorship of the Center for Naval Analyses FFRDC; provided however that the Government shall not be liable for and the Contractor shall not be entitled to termination costs in the event that:

(1) the Contractor decides to continue the operations of the present FFRDC as a non-FFRDC entity or other organization;

(2) the Government's decision to discontinue sponsorship is based upon the Contractor's failure to perform under or comply with the terms and conditions of this contract (hereinafter referred to as "default"); or

(3) an agency other than the DoN provides FFRDC sponsorship for the Center for Naval Analyses or its successor.

(b) Definition. For purposes of this clause:

(1) Termination of sponsorship shall be deemed to be a final determination by the Contracting Officer -

(a) to discontinue contract performance of an unexpired contract;

(b) not to renew or extend the contract period; or

(c) not to issue a follow-on contract for substantially similar work and for a similar level of support commensurate with the expiration of the term of this contract.

(c) The Government may terminate performance of work under this contract in whole or in part, if -

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date of termination and, if applicable, that the termination is for default.

(d) After receipt of a Notice of Termination and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations:

(1) Stop work as specified in the notice

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

(4) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification will be final for purposes of this clause.

(5) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government any information and items that, if the contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated and (ii) completed or partially completed plans, drawings, and information.

(6) Complete performance of the work not terminated.

(7) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(8) Use its best efforts to sell, as directed or authorized by the Contracting Officer, termination inventory other than that retained by the Government under subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly but no later than 1 year from the effective date of termination unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. If the Contractor fails to submit the termination settlement proposal within the time allowed, the Contracting Officer may determine, on the basis of

information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (c) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. This amount may include

- (1) Severance Pay
- (2) Relocation
- (3) Common Items
- (4) Costs Continuing After
- (5) Loss of Useful Value
- (6) Rental Costs
- (7) Settlement Expenses
- (8) Claims under Subawards.

(g) The cost principles and procedures in FAR Part 31, which are in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(h) No fee, either base or award, will be paid to the Contractor based upon efforts made after the effective date of termination. Exceptions to this limitation may be granted by the Contracting Officer when failure to authorize additional fee would result in the Contractor sustaining a loss on the contract. If a fee is to be paid for efforts performed after the effective date of termination, the Contracting Officer shall, after consideration of the conditions causing the requirement for fee, issue a modification to the contract specifying the amount and procedures for paying such fee.

(i) The Government may, under the terms and conditions it prescribes, make partial payments against costs incurred by the Contractor for the terminated portion of this contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(j) The Contractor has the right of appeal as provided under the FAR 52.233-1, Disputes clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is no right of appeal.

(k) This clause shall remain in full force and effect until a follow-on contract is awarded or until one year after the expiration date of this contract unless such date is extended in writing by the Contracting Officer.

#### *H-11 Reports and Documentation Formats*

The Contractor shall use electronic means to disseminate information, including the results of its research, to the maximum extent possible. The Contractor currently produces four categories of formal publications: Report, Research Memorandum, Information Memorandum and Annotated Briefing.

Distribution of project results shall be coordinated with the respective project sponsor. If the sponsor approves, at least one copy of each technical report shall be submitted, in an acceptable format, to the Defense Technical Information Center (DTIC). Distribution of management reports will be coordinated with the COTR.

Defense Technical Information Center  
8725 John J. Kingman Road  
STE 0944  
Ft. Belvoir, VA 22060-6218  
Email: [tr@dtic.mil](mailto:tr@dtic.mil)

DOODAA  
D CODE  
  
HJ4701

#### *H-12 Option to Extend the Term of the Contract*

The Government may, at its sole discretion, extend the period for issuing orders under this contract as set forth in Items 0002, 0003, 0004, and 0005, provided the Government issues the Contractor written notice of its intent at

least 45 days prior to the start of each option period, and the option is exercised by issuance of a contract modification no later than the first day of the option period. This preliminary notice shall not commit the Government to an extension.

The total duration of the ordering period of this contract, including all options, may not exceed five years. The period of performance of orders issued under this contract shall be specified in each order and is not bound by the aforementioned ordering period limitation.

#### *H-13 ONR- Electronic Document Access*

Each vendor is responsible for providing ONR with their vendor representatives' contact information as well as any changes to their contact information for each ONR contract. Vendors shall submit EDA vendor representative contact information changes to the cognizant ONR Contract Specialist or Contracting Officer of each ONR contract. Each request to change EDA vendor representative contact information shall include the following information:

1. Contract number
2. Email address
3. First name
4. Last name
5. Organization

Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

#### *H-14 ONR- Technical Direction*

(a) Performance of the work hereunder is subject to the technical direction of the Sponsor and COR designated in this contract, or duly authorized representative. Technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.



(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

*H-16 DFARS 252.216-7006 Ordering. (MAY 2011)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from [insert date] through [insert date].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

## **SECTION I - Contract Clauses**

*I-1 FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)*

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

(End of clause)

### **Clauses Included by Reference**

<b>Clause Database</b>	<b>Clause Number</b>	<b>Clause Title</b>
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)

Clause Database	Clause Number	Clause Title
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-2	Security Requirements. (AUG 1996)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)
FAR	52.204-13	System for Award Management Maintenance. (JUL 2013)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.211-11	Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)
FAR	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)
FAR	52.215-14	Integrity of Unit Prices. (OCT 2010)
FAR	52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
FAR	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
FAR	52.215-19	Notification of Ownership Changes. (OCT 1997)
FAR	52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.216-8	Fixed Fee. (JUN 2011)
FAR	52.217-8	Option to Extend Services. (NOV 1999)
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2014)
FAR	52.219-14	Limitations on Subcontracting. (NOV 2011)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-2	Payment for Overtime Premiums. (JUL 1990)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.224-1	Privacy Act Notification. (APR 1984)
FAR	52.224-2	Privacy Act. (APR 1984)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-1	Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
FAR	52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)

Clause Database	Clause Number	Clause Title
FAR	52.232-9	Limitation on Withholding of Payments. (APR 1984)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-20	Limitation of Cost. (APR 1984)
FAR	52.232-22	Limitation of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-25	Prompt payment. (JUL 2013) - Alternate I (FEB 2002)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-3	Protest after Award. (AUG 1996) - Alternate I (JUN 1985)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate V (APR 1984)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)
FAR	52.244-5	Competition in Subcontracting. (DEC 1996)
FAR	52.245-1	Government Property. (APR 2012)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-23	Limitation of Liability. (FEB 1997)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004)
FAR	52.249-9	Default (Fixed-Price Research and Development). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.251-1	Government Supply Sources. (APR 2012)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DFARS	252.201-7000	Contracting Officer's Representative. (DEC 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)
DFARS	252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.204-7000	Disclosure of information. (AUG 2013)
DFARS	252.204-7003	Control of Government Personnel Work Product. (APR 1992)
DFARS	252.204-7005	Oral Attestation of Security Responsibilities. (NOV 2001)
DFARS	252.204-7006	Billing Instructions. (OCT 2005)
DFARS	252.205-7000	Provision of Information to Cooperative Agreement Holders. (DEC 1991)
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (OCT 2015)
DFARS	252.211-7003	Item unique identification and valuation. (DEC 2013)
DFARS	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)
DFARS	252.215-7000	Pricing Adjustments. (DEC 2012)
DFARS	252.215-7002	Cost Estimating System Requirements. (DEC 2012)
DFARS	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)

Clause Database	Clause Number	Clause Title
DFARS	252.223-7004	Drug-Free Work Force. (SEP 1988)
DFARS	252.225-7012	Preference for Certain Domestic Commodities. (FEB 2013)
DFARS	252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2015)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.226-7001	Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (SEP 2004)
DFARS	252.227-7013	Rights in technical data-Noncommercial items. (FEB 2014)
DFARS	252.227-7014	Rights in noncommercial computer software and noncommercial computer software documentation. (FEB 2014)
DFARS	252.227-7016	Rights in bid or proposal information. (JAN 2011)
DFARS	252.227-7019	Validation of Asserted Restrictions-Computer Software. (SEP 2011)
DFARS	252.227-7030	Technical Data - Withholding of Payment. (MAR 2000)
DFARS	252.227-7037	Validation of restrictive markings on technical data. (JUN 2013)
DFARS	252.231-7000	Supplemental Cost Principles. (DEC 1991)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)
DFARS	252.235-7004	Protection of Human Subjects. (JUL 2009)
DFARS	252.235-7010	Acknowledgment of Support and Disclaimer. (MAY 1995)
DFARS	252.242-7005	Contractor Business Systems. (FEB 2012)
DFARS	252.242-7006	Accounting System Administration. (FEB 2012)
DFARS	252.243-7001	Pricing of Contract Modifications. (DEC 1991)
DFARS	252.243-7002	Requests for equitable adjustment. (DEC 2012)
DFARS	252.244-7001	Contractor purchasing system administration. (MAY 2014)
DFARS	252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
DFARS	252.245-7002	Reporting Loss of Government Property. (APR 2012)
DFARS	252.245-7003	Contractor Property Management System Administration (APR 2012)
DFARS	252.245-7004	Reporting, Reutilization, and Disposal. (MAR 2015)
DFARS	252.246-7000	Material Inspection and Receiving Report. (MAR 2008)
DFARS	252.246-7001	Warranty of data. (MAR 2014)
DFARS	252.247-7023	Transportation of supplies by sea. (APR 2014)
DFARS	252.247-7024	Notification of Transportation of Supplies by Sea. (MAR 2000)
DFAR Deviations	252.203-7997	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016-O0003)(OCT 2015)
DFAR Deviations	252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0006)(FEB 2016)
DFAR Deviations	252.225-7987	Requirements for Contractor Personnel Performing in USSOUTHCOM Area of Responsibility (Deviation 2014-O0016) (OCT 2014)
DFAR Deviations	252.225-7995	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015)

#### *Clauses Included by Full Text*

##### *I-2 FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)*

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting

Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General.* (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

*I-3 FAR 52.216-19 Order Limitations. (OCT 1995)*

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within [ ] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [ ] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

*I-4 FAR 52.216-22 Indefinite Quantity. (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

*I-5 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)*

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years(months)(years).

(End of clause)

*I-6 FAR 52.222-35 Equal Opportunity for Veterans. (OCT 2015)*

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

*I-7 FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)*

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

*I-8 FAR 52.244-2 Subcontracts. (OCT 2010)*

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [ ]

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;



(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [ ]

(End of clause)

*I-9 FAR 52.244-6 Subcontracts for Commercial Items. (FEB 2016)*

(a) *Definitions.* As used in this clause-

*Commercial item* has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

*Subcontract* includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than

120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

*I-10 FAR 52.252-6 Authorized Deviations in Clauses. (APR 1984)*

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

*I-11 DFARS 252.204-7008 Compliance with safeguarding covered defense information controls. (DEC 2015)*

(a) *Definitions.* As used in this provision-

*Controlled technical information, covered contractor information system, and covered defense information* are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of-

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

*I-12 DFARS 252.204-7012 Safeguarding covered defense information and cyber incident reporting. (DEC 2015)*

(a) *Definitions.* As used in this clause-

*Adequate security* means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

*Compromise* means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

*Contractor attributional/proprietary information* means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

*Contractor information system* means an information system belonging to, or operated by or for, the Contractor.

*Controlled technical information* means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

*Covered contractor information system* means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

*Covered defense information* means unclassified information that-

(i) Is-

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

*Cyber incident* means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

*Forensic analysis* means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

*Malicious software* means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This

definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

*Media* means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

*Operationally critical support* means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

*Rapid(ly) report(ing)* means within 72 hours of discovery of any cyber incident.

*Technical information* means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall-

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum-

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government-

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (*i.e.*, other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause-

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD-

(1) To entities with missions that may be affected by such information;

- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall-

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

*I-13 DFAR Deviations 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010) (FEB 2015)*

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

## **SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Number</b>	<b>Title</b>	<b>Number of Pages</b>
1	Processing Instruction for Individual Project Task Orders	3
2	Processing Instructions for CNA Projects Proposals with SCI	4
3	Processing Instructions for Projects involving PII or may include research involving human subjects	2
4	CORE/ABOVE CORE Quality Assurance Surveillance Plan (QASP)	10
5	EXHIBIT A (CONTRACT DATA REQUIREMENT LIST)	4



## **CORE/ABOVE CORE QUALITY ASSURANCE PLAN (QASP)**

**N00014-16-D-5003**

CNA Corporation's Federally Funded Research and Development Center (FFRDC), the Center for Naval Analyses (CNA), provides Analytical and Research Services to the Department of Navy, United States Marine Corps, other Military Services and DoD organizations, via Individual Task Orders as required by respective Project Sponsors.

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## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **1. INTRODUCTION**

This quality assurance surveillance plan (QASP) is issued pursuant to the requirements listed in Contract number N00014-16-D-5003, Section C, Statement of Work, Section C1 entitled, “Sponsorship Agreement” and Subsection C2 entitled, “Task Order Processing.” This plan sets forth the procedures and guidelines the Office of Naval Research will use in ensuring that required performance standards, or service levels, are achieved by the FFRDC for all work to be completed under the contract.

#### **1.1 Purpose**

- 1.1.1** The purpose of the QASP is to describe the methods used to monitor performance and to identify the required documentation and resources to be employed. The QASP provides a means for evaluating whether the FFRDC is meeting its obligations under the contract for timely submission and quality products identified in the Statement of Work, (Section C), and in accordance with the FFRDC’s own quality control plan (QCP).
- 1.1.2** This QASP defines the roles and responsibilities of the government team, and outlines the performance objectives to be followed through the contract and for all issued Task Orders. The QASP also defines the methodologies used to monitor and evaluate the FFRDC’s performance defined as the timely submission of high quality deliverables.

#### **1.2 Performance Management Approach**

- 1.2.1** The SOW structures the acquisition around “what” service or quality level is required, as opposed to “how” the FFRDC should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by ONR Code 25 to monitor and manage the FFRDC’s performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the Statement of Work are being achieved by the FFRDC.
- 1.2.2** Performance management represents a significant shift from the more traditional quality assurance (QA) concept in several ways. Performance management focuses on assessing whether, and to what extent, outcomes are being achieved. This approach moves from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the FFRDC to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal) and compelling business situations, such as safety and health. A “results” focus provides the FFRDC flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

### **1.3 Performance Management Strategy**

**1.3.1** The FFRDC is responsible for the quality of work performed and delivered under the terms and conditions of the contract, as further outlined in each issued Task Order. The FFRDC measures that quality through the FFRDC's own QCP. Quality control focuses on work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by FFRDC employees or by subcontractors. The FFRDC's QCP sets forth the procedures for monitoring the quality, timeliness, responsiveness, customer satisfaction, and other requirements in the SOW.

## **2 ROLES AND RESPONSIBILITIES**

### **2.1 The Contracting Officer**

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control, and for resolving any differences between the observations documented by the Contracting Officer's Representatives (COR), "Administrative Contracting Officer (ACO)," "Quality Assurance Representative (QAR)," or "Program Manager (PM)" and the FFRDC.

The CO shall designate the COR, as the government representative for performance management review. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the FFRDC's performance, and can only be identified and designated by the CO.

### **2.2 The Contracting Officer's Representative**

The COR **is not** empowered to make any contractual commitments, or to authorize and contractual changes on the government's behalf. Any changes that the FFRDC deems may affect contract price, terms, or conditions, shall be referred to the CO for action.

In accordance with the Defense Procurement Acquisition Policy memo dated 21 March 2011, the COR must register in the Contracting Officers Representative (CORT) Tool, and establish and maintain an individual COR file for contract N00014-16-D-5003.

The COR is responsible to coordinate all required legal, statutory, and regulatory commitments with the FFRDCs CORE and Above-Core Sponsors, as referenced in Section 1.2.2.

## **3 METHODOLOGIES TO MONITOR PERFORMANCE**

### **3.1 Surveillance Techniques**

The COR is tasked by the CO to perform Government contract quality assurance through monitoring the timely submission of the contract deliverables in the Contract Data Requirements List (CDRL), and to determine that services provided conform to all contractual requirements.

**3.1(a)** Deliverables in the CDRL under contract N00014-16-D-5003, should be submitted on time, and provide accurate and complete information, as specified in the contract. The COR shall track the timely submission and content quality of CDRL deliverables to ensure that information is submitted

in accordance with the terms and conditions of the contract. This quarterly review will be conducted, and evaluated, in accordance with Table 1, Performance Requirements Summary. The COR will calculate the average score of the sample; an acceptable level of performance is considered to be ninety-five percent (95%) of the entire sample for the quarter being reviewed.

**3.1(b)** The FFRDC is expected to establish and maintain professional communication with its sponsors. The primary objective of this communication is sponsor satisfaction, which is a significant external indicator of the success and effectiveness of most services. The assessment can occur through direct, unsolicited, sponsor feedback, as well as, through a quality assurance questionnaire. To evaluate the FFRDC's performance in this area, the COR shall forward (email) a Quality Assurance Questionnaire (attachment 1) to a Sponsor, as soon as possible, after receiving a Delivery Order Completion Report from the FFRDC. The sponsor will be requested to return the completed questionnaire to the COR within 10 business days. This review requires sufficient feedback or responses from sponsors to adequately evaluate performance in this area. An acceptable level of performance is considered to be an aggregate score of seventy-five percent (75%) favorable sponsor responses received in the quarter being review.

The COR will upload the surveillance results under the contractor profile for N00014-16-D-5003, in the DoD CORT Tool, so that the CO may access and review the referenced information. This information shall be based on the COR's findings and uploaded on a quarterly basis into the CORT Tool as the "Quarterly Surveillance Status Report".

## **4 QUALITY ASSURANCE DOCUMENTATION**

### **4.1 Monitoring Forms**

The government's QA surveillance will be reported to the Contacting Officer using the monitoring form in Table 2. The CO and the FFRDC will receive copies of the quality assurance surveys simultaneously. They will be used to help document the government's assessment of the FFRDC's performance. The COR may only perform the surveillance as outlined within Section 3 above. The COR will retain copies of all completed QA surveillance forms.

## **5 ANALYSIS OF QUALITY ASSURNACE ASSESSMENT**

### **5.1 Determining Performance**

**5.1.1** The government shall use the monitoring methods cited above to determine whether the performance standards have been met.

The performance standards for CDRL submission and Task Order performance are included in table (1), "Performance Requirements Summary".

Nonconformance related to CDRL's identified by the COR during the quality assurance surveillance process will be documented and forwarded to the CO for action. The CO may issue a nonconformance report to the FFRDC. If nonconformance is found, it is the responsibility of the FFRDC to make all necessary corrections as required by the Contracting Officer. The CO will

determine when the nonconformance has been resolved. If requested by the CO, the COR will verify that corrective action has been successfully taken.

Failure to meet requirements of Table 1 may result in the CO's request that a remedial action plan be developed to correct deficiencies. This plan shall be approved by the CO prior to implementation. The FFRDC will be afforded a reasonable period of time for correction prior to adverse action by the Contracting Officer. Only the Contracting Officer, with FFRDC input, can negotiate a remedy.

## **5.2 Reporting**

**5.2.1** At the end of each quarterly review period, the COR will prepare a written report summarizing the overall results of the quality assurance surveillance of the FFRDC's performance. The COR will up load this data into the DoD CORT Tool.

## **5.3 Reviews and Resolution**

The CO may require the FFRDC's Contracts Manager, or a designated alternate, to meet with the CO and other government personnel, as deemed necessary, to discuss performance evaluation.

**5.3.1** The CO shall coordinate and communicate with the FFRDC to resolve issues and concerns regarding marginal or unacceptable performance.

**Table 1: CNA PERFORMANCE REQUIREMENTS SUMMARY**

<b>Required Services Tasks</b>	<b>Performance Standards</b>	<b>Acceptable Quality Levels</b>	<b>Methods of Surveillance</b>	<b>Remedial Action Required</b>
CDRL's are submitted on time, and contain all required information, which are accurate and complete.	100% of reports accurately depict current status	95%	COR shall report to CO any and all nonconformance	A remedial action plan will be required for any significant nonconformance with a specific CDRL, or an aggregate result below 75%
Task Order Completion Survey (Aggregated results are from this survey questionnaire)	Aggregate score of 100%	75%	Survey issued upon completion of Task Order to Sponsors analysis based on received completion surveys.	A remedial action plan will be required for any significant issue with specific Task Orders, or an aggregate result below 70%.

## Table 2: CNA QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD:

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SURVEY PERIOD: \_\_\_\_\_

SURVEILLANCE METHOD (Check):

☐ Inspection ☐ Periodic Inspection

LEVEL OF SURVEILLANCE (Check):

☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING QUARTER: \_\_\_\_\_%

ANALYSIS OF RESULTS:

Performance Measurement Rate aggregate only: \_\_\_\_\_%

Service Provider's Performance (Check): ☐ Meets Standards  
☐ Does Not Meet Standards

Narrative of Performance During Survey Period:

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PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## CNA QUALITY ASSURANCE SURVEILLANCE QUESTIONNAIRE

Command: \_\_\_\_\_ Project Number: \_\_\_\_\_

Command POC: \_\_\_\_\_

Rating: This form has been forwarded to you as a sponsor of work completed by CNA as evidenced by the attached Delivery Order Completion Report. The Office of Naval Research (ONR) administers the contract, and respectfully requests that the following be completed and returned. For items where the Contractor failed to meet expectations, please provide a brief explanation of the issue and how/if it was resolved.

- If issues arose during the completion of the task was there adequate communication between parties to resolve the issues? Yes\_\_\_ No\_\_\_ Not applicable\_\_\_

If not, please explain why.

Comments:

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- Based on the Statement of Work, was the analysis clear, concise and accurate?

Yes\_\_\_ No\_\_\_ Not applicable\_\_\_

If not, please explain why.

Comments:

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- Was the information provided in the deliverables useful to the command/organization?

Yes\_\_\_ No\_\_\_ Not applicable\_\_\_

If not, please explain why.

Comments:

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- Was work completed in accordance with the approved project proposal and delivered in a timely manner?

Yes\_\_\_ No\_\_\_ Not applicable\_\_\_

If not, please explain why.

Comments:

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- If Personally Identifiable Information (PII) was utilized for this project, did CNA provide detail and properly propose the requirement to comply with 32 CFR Part 219?

Yes\_\_\_ No\_\_\_ Not applicable\_\_\_

If not, please explain why.

Comments:

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Additional Comments:

\_\_\_\_\_  
Sponsor Signature

Processing Instructions  
For  
CNA Project Proposals with Sensitive and Compartmented Information (SCI) Requirements  
in the Statement of Work

As of April 2015

CNA is responsible for clearly identifying a need for SCI access, or a desired SCI product, in all new and amended above core and above ceiling projects, new core projects, and changes to core projects, which affect the scope of work. Upon receiving a CNA SCI proposal, all sponsors, regardless of whether the project is core, above core, or above ceiling, are responsible for review and approval of the statement of work, and preparation of the following required documents:

1. Completed IRCCO Questionnaire. This document is prepared by the sponsor, and signed by the Contracting Officer Technical Representative (COTR), N81B (or authorized designee). (See attached sample)
2. DD Form 254. The project sponsor is responsible for completing this form, which must be signed by a qualified security specialist in the sponsor's organization.
3. Certification of Classification Memo. This document states the classification of the package being submitted to IRCCO, and should be completed by a security specialist in the sponsor's organization. (See attached sample)
4. Approved SCI statement of work.

Upon completion of these documents, the project sponsor will return the package to CNA. CNA will forward to the CNA COTR. The COTR will review the package and, if in agreement that the package should move forward, sign the IRCCO checklist, and forward the completed package to the Arlington SSO, for validation of the information, and delivery of a compliant package to IRCCO.

IRCCO will review the package, and upon completion of that review will send a written notification to the Arlington SSO, with a decision to retain contracting authority, or to return the effort to ONR for processing under the CNA contract.

5. All procurement requests that require access to SCI information are subject to the requirements set forth in the annual memorandum for distribution for year-end guidance concerning receipt of funds from the Naval Systems Management Activity. It shall be CNA's responsibility to monitor and plan project commencement accordingly, allowing for reasonable acquisition lead-time.

### IRCCO Questionnaire

1. Does the SOW accurately and completely describe the requirements to be performed by the contractor?
2. Does the Statement of Work (SOW) contain a requirement for SCI, and/or although non-SCI and non-Compartmented, reveal sensitive operations, missions and/or activities. If yes to either or both, where is it identified in the SOW? (Cite paragraph (s)).
3. Describe any contract deliverables (e.g., DD1423 items, DD250's) to be provided to the Government which are SCI or contain SCI.
4. Does the contract performance require use and/or storage of SCI at the Contractor's SCIF?
5. Are SCI accesses required only for unescorted entry/exit and access within SCIF's for contract performance (e.g., general PMO support, IT support, facility maintenance, etc.)?
6. List all appropriation types to include the service designator of those funds and estimated amounts that are planned for each funding type. Provide data in table format as indicated in the example below:

FY	Appropriation Code	Appropriation Type	Amount	Total Per Appropriation Code
14	17X1319	RDT&E,N	\$1,520.13	
<u>15</u>	17X1319	RDT&E,N	\$5,000.00	\$6,520.13
14	97X4930	DWCF	\$2,500.10	\$2,500.10
14	57X3020	MP,AF	\$6,250.00	\$6,250.00
				Grand Total Appropriation(s): \$15,270.23

7. List all SCI accesses (i.e., SI/TK/G/HCS etc.) and how many are required for this effort.  
 SI\_\_\_\_\_TK\_\_\_\_\_G\_\_\_\_\_HCS\_\_\_\_\_Other\_\_\_\_\_  
 Total Number of People Requiring SCI Billets\_\_\_\_\_
8. Is this a follow on contract?\_\_\_\_\_ Previous Contract Number\_\_\_\_\_

9. What is the overall Period of Performance of the current contract?

\_\_\_\_\_

10. If you are submitting this form for a subcontract, please provide the prime contract# and subcontract number.

Prime \_\_\_\_\_

Subcontract # \_\_\_\_\_

\_\_\_\_\_  
COR/SSO Name (Printed or Typed)

\_\_\_\_\_  
COR/SSO Signature/Date

NOTE: Change classification of document according to content.

Date:

From: Contracting Officer's Technical Representative (N81B)

To: Arlington Special Security Office

Subj: Certification of Classification

Ref: (a) SECNAVINST C4200.35 dated 1 Mar 2001

Encl: (1) DD254 Package

1. In accordance with reference (a), it is hereby certified that this package has been reviewed against the general security classification guidance of OPNAVINST 5513 and appropriate Security Classification Guidelines.

2. It has been determined that this requirement package has been properly marked.

CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188			
<p>The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>													
A. CONTRACT LINE ITEM NO. 0001-0005			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>								
D. SYSTEM/ITEM				E. CONTRACT/PR NO. N00014-16-D-5003			F. CONTRACTOR CNA Corporation						
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Inputs to CNA Annual Plan				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Section C.			6. REQUIRING OFFICE OPNAV N81						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY Annually		12. DATE OF FIRST SUBMISSION 01 Aug 2016		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE 01 Aug/year		13. DATE OF SUBSEQUENT SUBMISSION 01 Aug		a. ADDRESSEE		b. COPIES			
16. REMARKS Marine Corps Combat Development Command (MCCDC) provides CNO (N81) with the Marine Corps Studies System (MCSS) fiscal year annual plan for CNA. The MCSS is included as part of the CNA Annual Plan for the upcoming research year.								Draft		Final			
										Reg		Repro	
15. TOTAL →								0		3 0			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Retained Earnings Plan				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Section C.			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY Annual		12. DATE OF FIRST SUBMISSION 01 Feb 2017		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE 01 Feb		13. DATE OF SUBSEQUENT SUBMISSION 01 Feb		a. ADDRESSEE		b. COPIES			
16. REMARKS The plan represents CNA's recommendation for the fee structure and use in the coming option year.								Draft		Final			
										Reg		Repro	
15. TOTAL →								0		2 0			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Project Proposal and Addenda				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Section C.			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED as required		10. FREQUENCY As required		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
16. REMARKS For all new projects and changes to existing projects (including core, CNA-initiated, above core, above-ceiling, NIP, and MIP) DoN and USMC PAMs should receive a copy of all proposals for core work.								Draft		Final			
										Reg		Repro	
15. TOTAL →								0		3 0			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Task Order Completion Report				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Section C.			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY project completion		12. DATE OF FIRST SUBMISSION <90 days		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE end date		13. DATE OF SUBSEQUENT SUBMISSION as required		a. ADDRESSEE		b. COPIES			
16. REMARKS A complete breakdown of total incurred project costs by cost element, all direct charge hours by labor category (LOE orders only), total STE incurred, date actual completion, all deliverables and date accepted by Sponsor, and any excess funds available.								Draft		Final			
										Reg		Repro	
15. TOTAL →								0		3 0			
G. PREPARED BY Phillip Lee				H. DATE 02/25/2016		I. APPROVED BY LUEBKE.CHARLOTTE.M.10882 61379			J. DATE 02/25/2016				

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 0001-0005			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>								
D. SYSTEM/ITEM				E. CONTRACT/PR NO. N00014-16-D-5003			F. CONTRACTOR CNA Corporation						
1. DATA ITEM NO. A004 Cont.		2. TITLE OF DATA ITEM					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE			6. REQUIRING OFFICE						
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
										Draft		Final	
										Reg		Repro	
16. REMARKS When any subsequent adjustment is made to the amounts in the initial submission is reported, a revised report is due within 10 business days when those changes are reflected in CNA's accounting system.								15. TOTAL →				0 0 0	
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Cost and Performance Report					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY Annually		12. DATE OF FIRST SUBMISSION 30 Jun 2017		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 30 Jun		a. ADDRESSEE		b. COPIES			
										Draft		Final	
										Reg		Repro	
16. REMARKS Electronic transmission is required (CD)								OPNAV N81		1			
								MCCDC		1			
								PCO		1			
15. TOTAL →								0		3		0	
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Consultant Usage Report					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Section C.			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY semi-annual		12. DATE OF FIRST SUBMISSION 15 May 2016		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 15 Nov		a. ADDRESSEE		b. COPIES			
										Draft		Final	
										Reg		Repro	
16. REMARKS Electronic transmission is required								OPNAV N81		1			
								PCO		1			
15. TOTAL →								0		2		0	
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM Quarterly Progress Report					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE			6. REQUIRING OFFICE						
7. DD 250 REQ N		9. DIST STATEMENT REQUIRED None		10. FREQUENCY Quarterly		12. DATE OF FIRST SUBMISSION 1 Apr 2016		14. DISTRIBUTION					
8. APP CODE N				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 1 July		a. ADDRESSEE		b. COPIES			
										Draft		Final	
										Reg		Repro	
16. REMARKS Status of all projects as of the last day of the preceding quarter.								OPNAV N81		1			
								PCO		1			
								CG, MCCDC		1			
15. TOTAL →								0		3		0	
G. PREPARED BY Phillip Lee				H. DATE 02/25/2016		I. APPROVED BY LUEDEKE CHARLOTTE M.10882 61379				J. DATE 02/25/2016			

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00

17. PRICE GROUP d.
18. ESTIMATED TOTAL PRICE  0.00



CONTRACT DATA REQUIREMENTS LIST												Form Approved OMB No. 0704-0188																										
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<b>A. CONTRACT LINE ITEM NO.</b> 0001-0005				<b>B. EXHIBIT</b> A				<b>C. CATEGORY:</b> TDP _____ TM <input checked="" type="checkbox"/> OTHER <input checked="" type="checkbox"/>																														
<b>D. SYSTEM/ITEM</b>						<b>E. CONTRACT/PR NO.</b> N00014-16-D-5003				<b>F. CONTRACTOR</b> CNA Corporation																												
<b>1. DATA ITEM NO.</b> A008		<b>2. TITLE OF DATA ITEM</b> Funding Status Report								<b>3. SUBTITLE</b>																												
<b>4. AUTHORITY (Data Acquisition Document No.)</b>						<b>5. CONTRACT REFERENCE</b>				<b>6. REQUIRING OFFICE</b>																												
<b>7. DD 250 REQ</b> N		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> Monthly		<b>12. DATE OF FIRST SUBMISSION</b> 1 May 2016		<b>14. DISTRIBUTION</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Repro</th> </tr> <tr> <td>OPNAV N81</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>MCCDC</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>PCO</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td><b>15. TOTAL</b></td> <td><b>0</b></td> <td><b>3</b></td> <td><b>0</b></td> </tr> </table>								a. ADDRESSEE	b. COPIES			Draft	Reg	Repro	OPNAV N81		1		MCCDC		1		PCO		1		<b>15. TOTAL</b>	<b>0</b>	<b>3</b>	<b>0</b>
a. ADDRESSEE	b. COPIES																																					
	Draft	Reg	Repro																																			
OPNAV N81		1																																				
MCCDC		1																																				
PCO		1																																				
<b>15. TOTAL</b>	<b>0</b>	<b>3</b>	<b>0</b>																																			
<b>8. APP CODE</b> N		None		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 1 June																																
<b>16. REMARKS</b> Report shall include but not limited to ITD and YTD cost incurred for each active core, above core, above-ceiling, NIP, and MIP project. Also, a list of costs incurred for projects charging to an LOE task order.																																						
<b>1. DATA ITEM NO.</b> A009		<b>2. TITLE OF DATA ITEM</b> Report of IPR Awards								<b>3. SUBTITLE</b>																												
<b>4. AUTHORITY (Data Acquisition Document No.)</b>						<b>5. CONTRACT REFERENCE</b>				<b>6. REQUIRING OFFICE</b>																												
<b>7. DD 250 REQ</b> N		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> semi-annual		<b>12. DATE OF FIRST SUBMISSION</b> 15 Oct 2016		<b>14. DISTRIBUTION</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Repro</th> </tr> <tr> <td>OPNAV N81</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>MCCDC</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>PCO</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td><b>15. TOTAL</b></td> <td><b>0</b></td> <td><b>3</b></td> <td><b>0</b></td> </tr> </table>								a. ADDRESSEE	b. COPIES			Draft	Reg	Repro	OPNAV N81		1		MCCDC		1		PCO		1		<b>15. TOTAL</b>	<b>0</b>	<b>3</b>	<b>0</b>
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<b>G. PREPARED BY</b> Phillip Lee						<b>H. DATE</b> 02/25/2016		<b>I. APPROVED BY</b> LUEDEKE CHARLOTTE M.10882 61379				<b>J. DATE</b> 02/25/2016																										

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CONTRACT DATA REQUIREMENTS LIST												Form Approved OMB No. 0704-0188			
<small>The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>															
A. CONTRACT LINE ITEM NO. 0001-0005				B. EXHIBIT A				C. CATEGORY: TDP _____ TM <input checked="" type="checkbox"/> OTHER <input checked="" type="checkbox"/>							
D. SYSTEM/ITEM						E. CONTRACT/PR NO. N00014-16-D-5003				F. CONTRACTOR CNA Corporation					
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM IRCCO Status Report and Forecast						3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)						5. CONTRACT REFERENCE				6. REQUIRING OFFICE					
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Processing Instruction  
For  
Individual Project Task Orders

a. Statement of Work

The Contracting Officer may issue (subject to limitations set forth elsewhere in this contract) orders for performance of studies and analyses by The Center for Naval Analyses (CNA). CNA shall perform all orders issued by the Contracting Officer, in compliance with the terms and conditions set forth herein for the issuance of such orders, which are within CNA's mission. Order shall be issued on a cost-plus-fixed-fee, or fixed price basis in accordance with the clause in Section H entitled "Orders."

b. Individual Task Orders

The statement of work for each order shall be defined either within the order itself or through incorporating by reference the CNA proposal for the task. Orders may be issued either on a term (level of effort) or completion basis, each order shall specifically state the basis upon which it is issued. The particular method and process for proposing and approving tasks (for issuance of orders), whether Department of the Navy (DON), other Department of Defense (DoD) or DoN-approved select federal government sponsors is as follows:

(1) Core. Task orders for Navy and USMC core work will be issued on a term (level of effort) basis. Separate task orders will be issued for core work in all Navy and U.S. Marine Corps (USMC) product areas and programs as defined in Section C, Sponsorship Agreement, section e, CNA Research Program.

(a.) Navy Core Projects. The CNA Annual Plan is the starting point each fiscal year for scope, focus, and funding allocation within the core product areas. At the beginning of the year, the CNA Product Area Manager (PAM) works with the DON PAM to create a plan for all of the projects within a product area. Individual projects are developed that are consistent with the product area plan and their costs become part of the product area funding. During the fiscal year, core work and funding within a product area are managed by the respective CNA PAM, in consultation with the corresponding DON PAM. The CNA PAM is responsible for ensuring that core projects are consistent with the product area's research plan and that ending balances at the end of the fiscal year.

(b) USMC Core Projects. The sponsor for all USMC core projects is CG, MCCDC. After determining that a particular task is appropriate for CNA to perform, CG, MCCDC requests CNA develop a project proposal. CNA notifies the Contracting Officer's Technical Representative (COTR) and the USMC PAM of the request, and forwards copies of all relevant correspondence.

(c) Field Program. As a part of its Annual Plan, CNA shall identify the proposed and previous year's core field program billets, analysts assigned, commands or activities to which assigned, costs incurred (actual and estimated) for the billet, and major efforts performed for each billet. The COTR must validate the need for continuation of all field billets. To accomplish this, the head of each command or activity that had a field billet in the previous year must submit a request to the DON PAM for continuation of the billet. Validation letters for Marine Corps billets must be submitted to the CG, MCCDC.

(d) Scientific Analyst Program. As part of its Annual Plan, CNA shall identify the proposed scope and focus of the Scientific Analyst program, the allocation of Scientific Analyst funding to each CNA division, the officials to be supported by each division, and the Scientific Analysts assigned to those officials. The head of each Marine Corps command or activity, that had a scientific analyst billet in the previous year, must validate the continued need for the billet and submit a request to CG, MCCDC for continuation of the billet.

(e) Quick Response. The Quick Response Program is understood to include three categories of work.

(i) Quick Response Projects

Type I. Type I Quick Response Projects are projects that are expected to exceed a cost of \$25,000 or a period of 30 days. Type I Quick Response projects are approved in writing by the COTR by means of a CNA Project Description and a detailed cost breakout. The Project Sponsor Checklist is required for Type I Quick Response Projects.

Type II. Type II Quick Response Projects are projects that are expected to cost between \$10,000 and \$25,000. CNA must inform the COTR either by electronic mail or a memorandum for the record of all Type **II** Quick Response Projects prior to commencing work. The Project Sponsor Checklist is not required for type II Quick Response Projects.

(ii) Ad Hoc Support. Ad Hoc Support is defined as DON support that will cost less than \$10,000. The support will normally consist of attending meetings that are not related to a current project, or providing advice or guidance that falls within the analyst's general area of expertise. Monthly, CNA will provide the COTR a list of analysts and activities that were charged to Ad Hoc Support.

(iii) Dissemination of Research Results. Dissemination of Research Results is used to provide DON with briefings or summaries of previously completed CNA research. Dissemination of research results may include travel and a limited amount of time to update the information contained in the briefing or summary. The support must cost less than \$10,000 and be completed within 14 days. Support exceeding \$10,000 must be specifically approved in writing by the COTR. Monthly, CNA will provide the COTR a list of analysts and activities that were charged to Dissemination of Research Results.

(f) General Concept Development. As part of its Annual Plan, CNA shall identify the proposed and previous year's level of effort allocated to execute CNA's mission, sustain CNA's core competencies, identify emerging research requirements, and determine the feasibility of addressing the issues identified.

(g) CNA-Initiated. CNA-initiated projects are required to be consistent with CNA's mission and relevant to the DON. They represent efforts designed to help the Center for Naval Analyses maintain its competency and expertise in support of its identified missions as an FFRDC. As part of its Annual Plan, CNA shall identify the scope and focus of its on-going and planned self-initiated efforts.

(2) Above Core and Above Ceiling Projects. A potential above core or above ceiling task sponsor, after determining that the particular task is appropriate for performance by CNA, shall request that CNA develop a proposal. CNA shall notify the COTR and forward copies of all relevant correspondence.

c. Proposal Packages - USMC Core, Above Core and Above Ceiling

The procedures for processing all tasks for USMC core efforts and all above core and above ceiling efforts are as follows:

(1) Proposal Coordination. In coordination with the above core/ceiling task sponsor, or CG MCCDC for all USMC core requests, CNA shall prepare a task proposal. The content, structure, and distribution of the task proposal are set forth in the Contract Data Requirements List, Appendix A, as Item A003.

(2) Proposal Package. The task proposal, with sponsor concurrence, and the funding document (if appropriate) shall constitute a proposal package. USMC core proposal packages must be reviewed and approved by the USMC PAM before forwarding to the COTR.

(3) COTR Review. Upon receipt of the proposal package, the COTR shall review the package to ensure the proposed work is within CNA's mission and its core competencies, an appropriate justification for assigning the work to CNA has been prepared, and that the work can be accomplished within the product area, FFRDC funding and contract ceiling. If funds for the proposed work have not previously been obligated to the contract, the appropriate funding document must be included as a part of the package. Once a complete and acceptable package is compiled, the COTR shall forward the package to the Contracting Officer for issuance of the task order. For USMC core work, CNA shall forward a copy of the approved package to the USMC PAM.

(4) Order Issuance. Task orders for Navy and USMC core work are issued annually on a term basis. Task orders for above core and above ceiling work are issued on a term or completion basis.

(5) Revisions. In the event changes are made to approved USMC core, above core or above ceiling work, which affect either cost, level of effort, or schedule, a revised proposal must be issued in accordance with the procedures as set forth above for initial task approval.

Processing Instructions  
For  
CNA Project Proposals Involving PII or which  
Include or May Include Research Involving Human Subjects  
in the Statement of Work

CNA is responsible for clearly identifying research that may involve human subjects in their project proposals for new or amended efforts. CNA shall be responsible for the following:

1. Complying with Department of Defense Instruction 3216.02 Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research, dated 8 November 2011, Secretary of the Navy Instruction (SECNAVINST) 3900.39D Human Research Protection Program, dated 6 November 2006, DFARS 252.235-7004 Protection of Human Subjects, 32 CFR 219, CNA Human Research policies and procedures, and the terms of its Federalwide Assurance, as well as all updates and changes to the above.
2. Submitting two hard copies of a complete, reviewable package, addressing all requirements in paragraph 1, above, to the ONR Human Research Protection Official (HRPO). The package shall include submission of appropriate IRB determinations (including any not human subjects research determinations), and all documents submitted to the IRB for any activities that include or may include research involving human subjects, any applicable data use agreements, HRPO checklist(s) completed and signed by the government project sponsor, appropriate Commanding Officer approvals, and any other information in order to allow successful HRPO review.
3. Ensuring that no CNA personnel conducting research related activities under this contract are either a) obtaining data through intervention or interaction with an individual, or b) using Identifiable private information, until after they receive HRPO approval of initial projects or related amendments. Activities, such as undertaking efforts to obtain IRB or HRPO review, or to design a research protocol, that do not involve a) or b) , do not fit the criteria of “May Include

Research Involving Human Subjects,” and do not require advance HRPO approval. Violations of requirements in par. 1 above, shall be investigated by CNA and its supporting IRB as noncompliance, and reported to N81B, and the HRPO to ensure the noncompliance is properly investigated. All findings of serious or continuing noncompliance that have been substantiated by inquiry or investigation shall be reported to DON HRPP for further action.

4. Permit, upon request, the inspection of any facilities or systems used in support of activities within the scope of this contract by DON and other federal agencies responsible for oversight of human subject protection and proper management of the research.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9 (U)		PAGE OF PAGES 1 48	
2. CONTRACT (Proc. Inst. Ident.) NO. N00014-16-D-5003				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Office of Naval Research Charlotte Luedeke, (703) 696-1973 charlotte.luedeke@navy.mil 875 N. Randolph Street Arlington VA 22203-1995		CODE N00014		6. ADMINISTERED BY (If other than Item 5) SCD-C ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104		CODE N66020	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  THE CNA CORPORATION CENTER FOR NAVAL ANALYSES Attn: NICHOLAS HUNTER 3003 WASHINGTON BOULEVARD ARLINGTON VA 22201				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 9B972		FACILITY CODE					
11. SHIP TO/MARK FOR CNO N81 4D453 2000 Navy Pentagon Washington DC 20350-2000		CODE N00011		12. PAYMENT WILL BE MADE BY DFAS COLUMB SOUTH ENTL-HQ0338 PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$104,700,857.01	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	33
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	48
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	16		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	17		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	23				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Katherine A. W. McGrady President & CEO				20A. NAME OF CONTRACTING OFFICER Charlotte M. Luedeke			
19B. NAME OF CONTRACTOR The CNA Corporation		19C. DATE SIGNED 3/22/2016		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 22 March 2016	
BY (b)(6)				(Signature of the Contracting Officer)			